App. F. IX-4 **1935.** **File No.** 14-35

Previous Refe... 3 ( ) **Serial Nos.** 1–14

Home 208-34 (1-4)

Later References

see 150-36 (1-4)
Ft 22-37 (1-17)
256-39 (1-3)
H 256-39 (4-11)

PRESERVED

GENERAL AND REVENUE SECRETARIAT

Serial Nos. 14

Part B for Septr 1936

SUBJECT

Proposed loan for the recovery of value of articles involved in the Bombay Customs Depot defalcation case.

LDW 14-35 of 1935

No. E. 111-607/xx dt 25.7.35 forwarding a Cpy of the letter dt 22.7.35 received from the Conservator of forests Shimoga Circle and requesting for legal opinion on the points raised in para 10 of the Conservator's letter in re: proceedings against the local timber dealers for recovery of value of timber outstanding thereon

Ref[e] para 12 of the note in the above file 208-35 placed below

The Conservator of Fts Shimoga has addressed the letter dt: 22nd July 1935 addressed to the GC and has raised the following points for Consideration

1) To whom should the Amount of Rs 19735 remitted by the Forest authorities be given credit to and on what basis and in what proportion
2) Whether action may be taken under para 10 of the agmt Dt. Ref: to recover the amount due from the local merchants
3) Question of place where the suits have to be filed in case the merchants belong to foreign place
4) Whether it is possible to file the suits against all or them simultaneously

The Case need do for the present

Rs 19735 was deposited by the Forest authorities on the 22nd Dec 1934 and two days after a Complaint was

placed in the hands of the police (vide p.3 of
[illegible] in C.C. 88/1935). The Commissioner suggests
to credit this Amount towards the value of missing
[illegible] but since price is proposed to file court
suits against the purchasers of the timber it seems
necessary to keep this Amount in the suspense a/c
[illegible] matter is finally decided

Section 75 (2) of the Fr. Regn does not
seem to be applicable to this Case since no
purchaser plead payment of the purchase
money to the Forest Officer who was in Charge of the stock
3) Civil Suits against the purchasers outside
the jurisdiction of the above Courts, have to
be filed in the respective place of their
residence

Submitted for orders.

[illegible]

[illegible]

2) The facts of the case have not
been furnished and it is not possible
to give opinion on the points raised
without perusing all the records —
It is for this purpose that the CCF
was instructed in our letter of
25-6-35 to put all the material
available before the PPs and
Sri Dalbir Singh Bhandari [illegible]
[illegible] Divisional Forest Officer,

FOREIGN OFFICE REGISTRY
1 AUG. 1935
829

the opinion of the P.P., Govt will be in a position to come to a decision regarding the filing of the Suits. The letter of the 25th June does not convey the sanction to file the Suits as presumed by the P.P., since it explicitly states that the draft plaints be submitted for sanction in accordance with Legal Affairs Rules, the specific rule contemplated being rule 77 to 82.

Please put up a draft to this accordingly.

ptg 30/7

1) Draft sd accordingly
TSD 31/7

2) For perusal before issue
Gentle) ptg 3

3) Typ

4) Issue ptg 2/8

TYPING SECTION
2. AUG. 1935
GENL & REV. SECTT.

Issued no. P. 861 d 6-8-35.

eneral and Revenue
Secretariat

From

H.E. Gov. Shinega

no. 183 d. 9.11.35 stating that

he has not rec'd all the records

and no instructions have been given

to him on certain doubts expressed

and requiring in the Circumstances

pointed out to issue necessary

instructions to me & ask to suggest

what do we needful

b) Sub: with a dft forwarding a copy of this

letter to the C.C.T. to take necessary action immediately

TSD
12/11

Draft for approval

Gen Secy) pre
13/11

for perusal before issue

Vice
15/11

First Member) pre
15/11

Second Member) J/
16/11

Sec
16/11/35

6 NOV. 1935
3298

OFFICE OF THE
SECOND MEMBER OF COUNCIL.
16 NOV. 1935
No. 37 L.C.D.

2885/

General and Revenue Secretariat | Law File No. 14 of 1935 | [App. F. III—2

Serial No.	
	To, The P.C.F No. C. 3362 d 20.11.35 forwarding a Copy of the Govt letter for necessary action
	From The C.C.F. No. C. 177-407-XII d 25.11.35 forwarding Copies of Correspondence between the Conservator of Fts, Shimoga and the PCF and stating that the PCF appears to have taken no action so far, and that the Conservator has been instructed to furnish all information & records here PCF immediately Submitted for perusal Dft plaints may be awaited. JSD 28/11 The PCF, Shimoga in his letter of 9th Nov 1935 complained that the necessary information & records required by him have not been furnished by the Forest Deptt officers & requested instructions being issued in the matter This was Communicated to the C.C.F and now here

NOTE—Contn Sheet.

WD 03594—GPB—30,000—13-7-35

File No. of 193

General and Revenue Secretariat

he sends the version on behalf of his department stating that the P.Pr has taken no action so far to prepare & furnish the draft plaints.

2) It appears that the P.Pr wants copies of the depositions & exhibits filed in the two criminal cases disposed of but the Department feels unable to supply these copies as the documents are required by the Court in two other cases still pending trial. Now that these cases are also disposed there may not be much difficulty for the P.Pr getting the required references. It is also possible for the P.Pr. to examine the record in Court and make notes for the drafting of the plaint instead of asking the department to supply him with copies of all the records. If approved he will be told accordingly & asked to expedite the submission of the draft plaints called for.

(Yai Sey) 28/11

Yes 29/11

GENERAL SECRETARIAT
28 NOV. 1935
1/S-85

Serial No.

(12) Dft Subs accordingly
ISD 30/11

(13) Issue
ssd 30/11

To,

The PBr. Shimoga

No. P. 3609 d 3.12.35 informing him to take note from the records available in the Ex and to submit the dft plaints early

From

The PBr. Shimoga

No. nil d 23.12.35 forwarding for approval dft plaints in the proposed suits against the purchasers of timber from the Varieties Dep

(14) Kind reference is invited to this office letter d. 3.8.35 addressed to the C.C.F. who was instructed to submit the dft plaints in accordance with rule 77 of the legal affairs rules for orders of Govt. Facts and connected records have not yet been furnished. The C.C.F has to verify these draft plaints before sanction of Govt. is accorded for filing the proposed suits. The PBr. Shimoga may therefore be asked to submit the same thro' the C.C.F. Submitted with a

WD 03594—GPB—30,000—13-7-35

15) d/s returning the d/s plants. for si

ISD 4/1 16) Issue

Ce 57/1-36

1 JAN 1936
REVENUE SECTT.

To,

The Sr. Shimoga

No. S.4401 d. 8.1.36 returning the d/s plants for re-submission.

C/y to the C.C.F.

From

The C.C.F.

No. E.177-407-36 d. 15.1.36 forwarding 8 d/s plants drawn up by the Sr. Shimoga and stating that the opinion of the Conservator of Fts Shimoga together with his views will be forwarded to Govt.

17) No records relating to the cases claims proposed Court suits have not been rec? of appl? the report required under rule 78 of the rules for the legal appeals of Govt will be called for in the first instance

ISD 17/1 18) The Chief Conservator is not yet sure if suits are necessary in the cases of the three local merchants, as he seems to think that the amounts may

Legal proceedings in connection with the recovery of value of timber involved in the Jaurkee Timber Depot defalcation Case

Serial No.

GENERAL SECT. I ARY
17 JAN. 1936

be recovered by other means - In the case of foreign merchants, he doubts the desirability of taking legal action in a Court of law - On both these important points, he says he has called for further reports and promises to forward them with his views thereon - These have to be awaited. The Law Section will not be concerned in the matter unless the C.C.I thinks that action through a Court of law is necessary and asks for sanction of Govt under the Legal affairs Rules.

Guernsey) DMO 17/1/36 17/1/36

Govt Secretary - DRL 17/1

OFFICE OF THE SECOND MEMBER OF COUNCIL. JAN. 1936 No. 5240

Secd Member) NWG 20/1/36

OFFICE OF THE FIRST MEMBER OF COUNCIL 20 JAN. 1936 No. 511

First Member) 20/1

(9) Please ask CC to send further report very early

DMO 20/1/36

DRL 20/1

WD 03594—GPB—30,000—13-7-35

20) Dfr subs for appl

JSD 21/1

21) Issue

IDH 23/1

T.

The C.C.F.

no. S.4796 d 25.1.36 calling for

further report

From,

The C.C.F.

no. E.III-407-34 d 22.2.36 stating

in the circumstances pointed out by

the Conservator and the D.F.O.

propose to proceed agst the local merchants

for recovery of the dues and action

will be taken accordingly except in

Case of Mr. D.V. Basappa, on final

order of Govt in the matter.

Ref[c] para 18 supra.

22) Orders of Govt are solicited on the following points.

1) To proceed against the local merchants

under sec 79 of the Mys. Fr. Reg[n].

The C.C.F. says that he agrees with the

opinion of the Conservator of Frs and the Dfr

to take action under sec 79

Serial No.

2) Nat it would not be expedient to proceed against the foreign merchants and that the amounts due by them may be written off.

The Adv. Shimoga is of opinion that it is of no use to institute civil suits against them in Mysore since they possess no property here. If the suits are filed in foreign Cts, it would be difficult to prove the Case successfully.

The C.C.T. is agreeable to this proposal

3) Re: the Sum of Rs 1925 remitted to the Treasy by the Amalr. H. Seetharamaya on the eve of his arrest.

The C.C.T. agreeing with the Conservator suggests that the said Sum may be adjusted to the value of missing wood from timber the Adv. says that the Course now suggested is not legal that it Can be appropriated towards the Civil dues of the Amalr

Further report is said to have been received in the Case of Mr. L. Basappa

Submit for orders. Refer para 1(

(Geo Seay) 27/

TSD 27/2

NOTE—Contn Sheet.

WD 03594—GPB—30,000—13-7-35

(25) What are the amts due from the outside merchants, & the local merchants? What differce does it make if the sums paid by the Forester is adjusted towards civil dues of the Forester or the miscellaneous?

Ind 29/2

pml 28/2

(24) Full information is not available in the file. Dft engrossing Sub:

TSD 29/2 (26) There are dft plaints even in the file. The copies required can be had from them - Please examine & note.

pml 29.2

(26) ~~The amount due from the Foreigncontractors~~

The amount due from the foreign merchants (excluding interest) R 7816-14-6

amount due from the local merchants (excluding int) R 5244-2-0

Total amt due R 13,061-0-6

Amount remitted by the Forester 1925-0-0

Balance due on 11,136-0-6

Sub: for orders with regd to dfts 4 & 5 supra.

TSD 3/3

Serial No.

27) As regards adjustment of Rs 1925/-, the position is discussed in the PPr's letter of 4.2.36 and in the Conservator's letter of 15.2.36 Relevant portions, I have marked in blue pencil. I find it difficult to follow the PPr's argument in differentiating between adjusting the amount towards the value of missing timber or towards the Civil dues of the forester. The Forester's Civil liability arises out of the missing timber / Perhaps the PPr has missed this point.

A/=

28) As regards recovery of money still due by purchasers of timber, I fail to see how we can write off the amounts due by foreign merchants & proceed to recover only those due by the local people especially when the facts giving rise to liability in both the cases are the same. ~~The case is not~~ It is I think far better to put the case ~~in a Ci~~ before a proper Civil Court and take its decision.

(Sd) 3/3/36

29) A. Please get this point cleared very early. 3/3.

30) Off 3/3/36

31) Dy Secy?

RD 4/3

RECEIVED IN SECRETARIAT 3 - MAR 1936 59

RECEIVED 1936 REV. SECTT.

NOTE—Contn. Sheet.

Law File No. of 193 5

General and Revenue Secretariat

TYPING SECTT. 16 MAR 1936 GENL. & REV. SECTT.

1) Dft R.V. put up

ISD 16/3 2) Issue 16/3

Issued no. P. 6 recr d 18.3.36.

From,

The Actg. Manager

no. nil d 19.3.36 enclosing a note expressing his views as to which head of a/c the amount of Rs 1925 shd be adjusted.

3) He Mgr is inclined to his views already expd in his letter d 6.2.36. He says that it seems undesirable and inadvisable to credit an appropriate amount either towards the dues of any of the auction purchasers or towards the value of the logs which are the subject matter of Criminal Case, and that the appn of a towards the Civil dues of Seethavamiya arising out of his embezzlement seems to be the best course.

Subn for orders invg reference to para 2 ante

ISD 20/3

4) The question of this amount becomes relevant in this file only if we decide to give credit for this amount to the purchasers whom we intend suing. From the papers I see no such action is contemplated. The suits proposed are for recovery of money due to Govt. for timber purchased &

Recovery of value of timber 8/60
involved in Tarikere Degalcathline.

P

Serial No.

GENERAL SECRETARIAT 2 MAR 735

not paid for and in this claim any amount said to have been paid to the Forester Seethaiyamma & not accounted for by him is not taken into account. The point for orders is therefore really one as that is whether the amounts due ~~are to be or~~ from non-resident foreigners are to be written off ~~or~~ whether proceedings ~~have~~ are to be taken for recovery - If proceedings are to be taken, whether it is desirable to take them in Br Indian cts or in our own courts - I prefer the latter though it has some disadvantages - If parties appear & contest, it saves us from going to foreign cts -

(Gen Secy) 25/3/36

~~Secretariat~~ 37 We may file suits for all amounts due in Mysore Courts. No credit need be given to any buyer for amounts paid in by the accused Forester

To Govt Advocate with compliments for favour of advice

9.1.1
30/3
25/3
30/3

O-175d/436

WD 03594—GPB—30,000—18-7-35

Returned with compliments. No. Do 125 331-36 9/9/36

38) As no suit is proposed to be filed against Forester Seetharamia, the question as to how the sum of Rs.1925/- should be appropriated does not now arise for consideration.

Regarding the suits against foreign merchants, they would certainly be maintainable in Mysore Courts as the cause of action has arisen in Mysore. If the Defendants submit to the jurisdiction of our Courts there will be no trouble as any decree that may be passed could be executed even in British India. If on the other hand they choose to be ex-parte unless they have properties movable or immovable in Mysore the decrees that may be granted will be of no use. It is just possible, being business-men, they have business dealings with persons in Mysore. If that is so, any debts owing to them by the latter may also be proceeded against in execution. The Department may be able to ascertain this.

If the suits are filed in Mysore Courts, the Department must be prepared to take the risk pointed out above.

GENERAL SECTT. 9 APR. 1936

M Rangaswamy Ayr. No 914

Government Advocate.

CSN/8.4.36

39) Opinion may also be perhaps obtained as to whether an ~~has~~ have a good case to proceed against the merchants in British Indian Courts

GENERAL SECRETT. 9 APR. 1936 309

Yes Sir, Yes DDL No 914 9/4

O.No.P 183/35 dated 11.4.36 914 9/4

From 881/35-36 to 11.11.86 Govt Advocate. with Compts DDL 9/4

Timber defalcation Cases
S 81

General and Revenue Secretariat | Law File No. 14 of 1935. | [App. F. III—2

Serial No.

Do 169
33-II-86
D, 16-4-86

GENERAL SECT. 16 APR. 1936

Returned with compliments.

If the timber sold to the foreign merchants and which was seized in connection with the Criminal Cases has not been returned to the party and is available in the State, suits may be filed in Mysore Courts and an order of attachment before Judgment obtained. In the meanwhile, directions may be given not to deliver the timber until the suits are filed after the re-opening of the Courts.

In order to consider the merits of the case, the depositions of the official witnesses and those of such of the merchants as have been examined in the Criminal Cases are necessary and they may be kindly secured and the file returned to me.

M Nagaswami Ayr
Government Advocate.

H/15.4.1936.

(41)

(42) Sub? wire a dft calling for copies of depositions etc
ISD 17/4.

(43) The P.P. did not conduct the Criml Cases - Write to the P.C.J. alone to get the Copies & send it - He has also to be told about the returning of the timber — Please put up a revised dft accordingly
sne 17.4

20 APR. 1936

TYPING SECTION. 21 APR. 1936 GENL & REVN. SECT.

(44) Revised dft put up
ISD 20/4

(45) For perusal before issue
Yesterday) sne 20/4
21/4

(46) Issue today
sne 21/4

NOTE—Contn Sheet.

WD 03594—GPB—30,000—13-7-35

Bankers defalcation Cr

580
6346
7612

GMR File No. 14 of 1935. General and Revenue Secretariat

Re C.C.J.
no. F. 6961 d 4.4.36 Calling for
Copies of depositions etc.

From
Re C.C.J.
no. E 177-407-34 d 12-5-36 forwarding
a copy of the letter d 9th May 36 from the
Commissioner of Hs intimating that the
Suits urged in Connection with the
Criminal Case has been realised in
June July 1935 by the respective vendors
and that Mr DV Bacappa has agreed
in writing to pay his dues in full and
withdraw his suits.

Evidence regard to ~~connected~~ case
has ended

47) Submitted for perusal
Copies of depositions are called for if
be received.

ISD 14/5

GMR 14/5

Civil Suits in Connection with Forest Timber deposited legal

7318

General and Revenue Secretariat | Law File No. 1/a of 1935. | [App. F. III—2

Serial No.

From,

The C.C.F.

no. E.M.-407-36 dt 27.5.36 forwarding copy of the letter rec'd from the Conservator of Forests intimating that copies of depositions may not be available till the appeal filed in the H. Ct. by the accused is disposed of.

Ref^ce para 41-43

(1) The G.A. may be requested to get the Copies of depositions from the H. Ct. If appd this file can be returned to him for further examination of the question

ISD 30/5 49

(2) Since the accused has appealed to the High Ct, the GA can easily get copies of the depositions required & give the opinion asked for in this file. This may therefore be returned to the GA

L.O. No. P 221/35 dated 2.6.36.

No 1013/35 L&A
Dt 2.6.36

10 & 30/5

(3) Returned with compliments to the Gen. Asst with reference to para 41 supra.

15.0

5/6
Gen Asst
ISD
30/

armed

NOTE—Contn. Sheet.

Law File No.

General and Revenue Secretariat

Returned with compliments.

Ms. No. 196 3525A

The Revision Petitions in question were heard and disposed of on 18-5-1936.

The records are ascertained to have been sent back and they are not therefore now available in the High Court. The depositions required may kindly be obtained and the file sent to me.

GENERAL SECT. 7 JUNE 1936

Magistrate Sgt

Government Advocate.

CSN/6.6.36

Sir) Inform the CC 7 accordingly

MRL 8/6

From

the C.C.7.

no. E.177-407 dt 5.6.36 forwarding Copies of depositions of witness in Cr. Cases 56 & 85 / 1934 on the file of the Spl. I Class Mag. Chikmagalur.

Ms. C. Magistrate Chikmagalur dated 9.6.36 Jud. 1027/35-36 dt 10-6-36

Sir) Forwarded with Compliments to the Govt. Advocate with reference to para 5 Supra

B.

Dy Secretary

In General Secy

TSD 9/6

Ms. No. 208/36 dt 25-6-36

turned with compliments.

The records are not complete and the papers elating to the Criminal Cases Nos.84 and 85 of 1934-35 relate to embezzlement of some logs of timbe

GENERAL SECT. 25 JUNE 1936

Serial No.

with which we are now concerned. Criminal Cases Nos.56 and 65 of 1934-35 relate to the embezzlement of moneys received by the accused, Seetharamiah, from the persons who purchased timber in the auction held by the Department. Criminal Case No.56 seems to relate to the amounts paid to Seetharamiah by the foreign merchants whose cases are for consideration now. Whether the amounts paid by these merchants to Seetharamiah are valid payments and whether the Government are bound by such payments are the main questions now for consideration.

55) The Sale Notifications are filed as Exhibits in Criminal Cases Nos.56 and 65 of 1934-35. They are marked Exhibits P-8, P-9, P-10 in one case. Copies of these documents and the other vouchers pertaining to the transactions connected with the merchants against whom suits are sought to be filed are necessary as the case may hinge mainly on the conditions in the sale notification. They are unfortunately not sent with the records.

56) Mr. H.V.Rangaswamy Iyengar PW.3, and Mr. Thimmarayappa PW.2, in Criminal Case No.56 have both stated that if private parties purchase timber from the Depot they should deposit the price in the Treasury, the Challan for this would be written and given by the District Forest Officer or with his authority by the Forester, that the Sub Division Officer could also issue it and that the parties must take it, credit the amount in the Treasury

WD 03594—GPB—30,000—13-7-35

and

and show the receipt to the Forester.

5) Mr. Rangaswamy Iyengar further says that Foresters in charge of the Depot should not receive the money directly from the parties but should always issue Challans and get it credited to the Treasury and that the conditions for paying the balance of sale are found in P-13 and P-14. It may be ascertained whether there are any rules on the subject. An examination for the Sale Notification etc., referred to above seems to be necessary. The documents may therefore be kindly obtained and the files sent to me. An Officer acquainted well with the facts of the case may also be kindly requested to meet me.

V. Thiagarajan Avl
Government Advocate.

CSN/24.6.36

8) The best thing is to get all the records of the four C.Cs from the Dt. Magte, Kadur Please put up a Off accordingly. Write to the C.C.? also for deputing an Asst. Officer to help the Govt advocate.

MRP
26/6.

Issue accordingly

9) For perusal before issue

Gen Secy MRP 26/6

Issue 27/6

6) Issued MRP 27/6

GENERAL SECTT. 26 JUNE 1936 731

TYPING SECTION. 27. JUN. 1936 GENL & REV. SECTT.

Proposed Civil suits in connection with re Tarikere Tax regulation case. KE3

General & Revenue Secretariat. Law File No. 14 of 1935 [App. F. III–2

Serial No.

To,

The D. M. Kadur

no. P. 8653 d 29.6.36 calling for the entire records relating to the 4 Cr Cases

The C. P. J.

no. P. 8651 d 29.6.36 informing him to depute an officer to institute the S. A.

c/s to the S. A.

Sec A 1/7.

From

The Spl. I class Mag/s Chickmagalur

no. 4 to 7./3637 d 4.7.36 forwarding the entire records relating to the 4 Cr. Cases

E.C.No. P 5 of 36 dated 6.7.1936

(All the 10 bundles of records kept in the Asst Sec'ys room)

62) Retransmitted with Compliments to the Govt. Advocate with reference to para 57 Supra

B.

may be sent for advice & obtained

Sec 6/7

Govt Advocate

Ref. 6/7

From 22/86–87 of 7.7.1936

Lr. No. 16/86–87 d 28.7.1936

Govt Advocate

Returned with compliments

63) The question is whether Government have a good case against the merchants who are in British India as mentioned in para 30 supra.

64) The records of the Criminal Cases were sent to me and the Range Forest Officer, Tarikere, who seems to have conducted the Criminal Cases came over here and explained matters to me on the 22nd and 23rd instant. Five suits are intended to be filed against these

NOTE—Contn. Sheet.

these persons for recovery of the balance alleged to be due by them for the timber purchased by them or on their behalf, in the ~~Tixbxx~~ Tarikere Depot. The depot was mainly in the charge of the Forester who was convicted in the Criminal Cases launched by the Government. The case for the prosecution was that the said Forester received moneys from these foreign merchants, misappropriated the same and allowed the timber to be removed from the depot. So far as these merchants are concerned, the case proceeded on the ~~mxrixs~~ basis that they duly paid the amount and that position is, I think, supported by the evidence in the Criminal Cases. The main question, therefore, is whether these merchants were justified in paying these amounts to the Forester and whether such payments would discharge their liability.

65) 2. The conditions of sale are found in the Sale Notifications eshibited in the case. Clause 7 runs as follows:-

> 'The money~~xx~~ shall be paid into such Treasury as the District Forest Officer may direct within the time specified'.

According to clause 4 of the Notification, the purchaser has to sign the lot-roll which would have the effect of accepting all the terms of the sale Notification. All the purchasers with whom we are now concerned have signed the lot-roll register.

66) 3. The question, now is, whether the District Forest Officer directed the purchasers to pay the amounts to any Treasury and whether the merchants paid the amounts to the Forester despite such directions. If the District Forest Officer did give such

Serial No.

such directions and the purchasers nevertheless paid the amounts to the Forester, such payments would not be valid and binding on the Government and the purchasers would be liable to pay the amounts to Government. The learned Magistrate who tried the Criminal Cases observed that a mamul had sprung up and that accordingly payments were being made to the Forester in spite of the Notification and that he was remitting them to the Treasury. Whether that position is correct or not would depend upon the evidence which the Department would be able to adduce in the Civil suits. But, from the evidence on record in the Criminal Cases, it seems to be fairly clear that the terms of the Notification were not strictly observed and that many lapses from the directions contained therein were allowed by the authorities concerned. They seem to have allowed these matters to go on in a very irregular sort of way. The District Forest Officer, who was examined as P. W. 3 in Criminal Case No. 56 of 1934-35 admits that some concessions were shown to the parties with respect to the Notifications meaning thereby the conditions and terms thereof. In several instances moneys paid by the purchasers seem to have been remitted to the Treasury by the Forester himself and no objection seems to have been taken to that procedure by the officers concerned.

67) 4. Taking a specific instance, Mr. Muttukumaraswami seems to have sent a draft for Rs.3,191/- payable to the Range Officer, Tarikere Depot. It would appear there was no Range Officer in charge of that Depot, and

NOTE—Contn Sheet.

WD 03594—GPB—30,000—13-7-35

in

in that connection the District Forest Officer deposes that he instructed the Forester to write to Mr. Muttukumaraswami to send a draft making it payable either to him or to the Forester. This seems to be a very objectionable thing to do and it shows how the Forester was enabled to receive moneys direct from the purchasers. If ~~the~~ things were allowed to be done in this objectionable way the payments made to the Forester cannot be considered to be altogether invalid. In this particular case, however, the party has written Ex.P 98 saying that he had sent the amount through his Agent to be deposited in the Treasury, ~~saying~~ showing that he knew the rules quite well. But somehow, his agent seems to have paid it to the Forester instead of paying the money to the Treasury as directed by his principal. The Forester however, entered only Rs.2,000/- in the Cash Book. Whether the Agent paid the full amount of Rs.3,191/- and odd or whether between the Agent and the Forester they settled matters in some way beneficial to both and the Forester released the timber by receiving only Rs.2,000/- are points not free from doubt. But the case for the prosecution was that the Forester received the full amount from the Agent.

(38) 5. Taking another instance, i.e., the case of Messrs. Raju Pillay, Manickam Pillay and Chidambaram Pillay, P. W. 9 says that some representations were made to the District Forest Officer and the latter said in reply that the money may be paid to the accused and he would release such timber as would cover the amount

and

Serial No.

and that he did not direct him to pay the money to the Treasury. It may, however, be remarked that in the Cross-examination of the District Forest Officer these questions have not been asked. It is, therefore, doubtful whether that statement is correct.

69) 6. It is thus seen that the District Forest Officer however admits in effect that the conditions of the sale notification were not being strictly observed and P. W. 9 says that he was always paying the money to the Forester who was remitting the same to the Treasury. Taking another instance, viz., that of Messrs. Govindaraja Mudaliar, Somasundaram Mudaliar and Kuppaswami Mudaliar, Govindaraja Mudaliar who has been examined as P. W. 26 says that the District Forest Officer asked witness to pay the amount to the accused, that he called the accused, asked him to take the amount and release the timber, that he paid the amount through Kuppaswami Mudaliar to the Forester in the presence of the District Forest Officer. Kuppaswamu Mudaliar has been examined as P. W. 12 and he corroborates Govindaraja Mudaliar. These purchasers would not be protected only if clause 7 of the Notification had been strictly enforced and they had been directed to pay the moneys to the Treasury. As I have pointed out above, moneys seem to have been often paid to the hands of the Forester and in some cases to the knowledge of the superior pfficers and that was not objected to by them. There seems to be no evidence that any directions were given to the purchasers that the amounts should be deposited in any treasury. It is alleged that these directions were contained in the challans which would

NOTE—Contn. Sheet.

be sent to the purchasers, but there is no evidence on record that such challans were actually sent to the parties concerned. If they made the payments bona-fide in accordance with this procedure that had been allowed to go on, it might be difficult to establis the claim of Government against them and there seem to be no materials even to doubt the bona-fides of the purchasers. On the whole, it seems to me that the claims against these purchasers are not very strong. I must however, make it clear that my conclusions are based only on the facts disclosed in the Criminal Cases and the evidence adduced therein. There seem to be no specific rules pertaining to this matter except the terms and conditions mentioned in the sale notifications. If, however, it can be established---and this is a matter for the Department to decide--- that the condition that the amounts should be deposited in the Treasury was strictly enforced, that directions were given to them to deposit the moneys in the Treasury, and tha the Forester was prohibited, in actual practice, from receiving the amount there would be a fairly strong case against the purchasers.

70) 7. The Sub-Division Forest Officer was also examined in this case but his evidence does not throw much light on the questions now arising for consideration, and no other officer has been examined in this connection. The evidence, it must be remarked, is rather meagre on these points and naturally so becaus the Criminal Cases were concerned with the misconduct of the Forester and had nothing to do with the civil liability

Serial No.

civil liability of the purchasers.

N. Meagher 27/7
Government Advocate.

H/25.7.1936.

GENERAL 28 JULY 1936

71) Refce paras 16, 36 & 37 Supra. The Chief Cons[r] has already ~~decided~~ stated that he is not in favour of ~~having~~ filing civil suits against British Indian purchasers for recovery of moneys paid by them to the Forestor but not accounted for by him - The Govt Advocate after a thorough examination of the records has also come to the same conclusion, though perhaps on different grounds - Since it is practically admitted that the D.F.O. had given no directions as required by Cl 7 of the Sale Not[n], ~~there~~ it is difficult to contend that the purchasers were under any legal liability to pay the money only to the Treasury and ~~not to the Forestor~~ that Govt is not bound by payments made to the Forestor, especially in view of the irregular practices in vogue in the Depte In these Circ[s], further action for filing suits whether in Mysore Cts or Br Indian Cts may be dropped & the amounts due have to be written off.

Gen Secy) DDP

29 JULY 1936

NOTE—Contn. Sheet.

72) What about the local merchants? Have we taken any action yet?

Inv. 1/8

73) Please enquire ACT

MR 1/8

E. 177-407-34 dt 10-6-36 from the C.C.T. and E177-407-34 dt 25-7-36 from the C.C.T. (X)

~~From the C.C.T. Letter no E 177-407-34, dt 25-7-36 enquiring that M/s L.V. Basappa has failed to pay his dues & his timber will be auctioned.~~

Letter dt 23-7-36 Walchand, Hindustan Magn Cloth Merchant Tarikere

74) The C.C.T. in his letter (X) states that M/s L.V. Basappa has failed to pay up his dues within one month as per his Mutchalika subsequent to this his timber will be sold.

A dft is subd. enquiring whether any action is taken on the local merchants for approval.

3 dfts are submission

6/8 Usl

75) Issue as revised

The papers in this file have to be properly arranged

MR 6/8

Endorsement to M/s Walchand No. P1000 dt 8-8-36 stating that the entire records are sent to the C.T.O., Bangalore.

Sus A 9.6.36

To the C.C.T.
No. P1000 dt 8-8-36 enquiring about the recovery of dues from other merchants

To the Supdt I Asst, Checking Office
No. P 970 dt 7-8-36 Sending the bundles of records

TYPING SECTION 4-40 6 AUG 1936 GENL & R-V SECTT.

Proposed Civil Suits in Connection with Tarikere Timber Defalcation Case

1086/P.236

General & Revenue Secretariat. | File No. Law 14 of 1935 | [App. F. III–2

D. O. No. E.177-407-

MR. M. MACHAYA, B.A. (Oxon.), CHIEF CONSERVATOR.

CHIEF CONSERVATOR OF FORESTS IN MYSORE.

Bangalore, ... 14th August ... 1936

Law
Please put up the file - Which the C.C.7 is asked about action taken & our letter merchants this reply is awaited

17/8

GENERAL SECTT. 17 AUG. 1936

GENERAL SECTT. 18 AUG. 1936 493

Dear Sir,

I have to invite your kind attention to the correspondence ending with your letter No. P.8651/Law 14-35-12 dated 27th/29th June 1936 and this office letter No. E.177-407-34 dated 25th July 1936 regarding the proposed civil suits for recovery of value of timber involved in the Tarikere Depot defalcation cases and to request that orders of Government in the matter may be kindly communicated early.

Yours sincerely,

M. Machaya

M. Venkatesa Iyengar Esq., M.A.,
General Secretary to the Governmen.
of Mysore, Bangalore.

To) Submitted for perusal
with refce: Reply from CC 7
to our letter of 8-8-36 is still being awaited Refce para 7 2)

yes sec)
Will A/s please speak to me re this case? 18/8

A draft DO letter to C C 7
put up for orders

yes sec) 19/8
done
MV
20/8

19 AUG. 1936 548

TYPING SECTION. GENL. SECTT. 20 AUG. 1936

NOTE Contn. Sheet.

Tarikere Timber Dispute Case 1184

General and Revenue Secretariat

To

The C. C. F.

D. O. No. P 1350, dy 21-8-36 enquiring about the action taken

From

The C. C. F.

Letter no. E 177-407/34, dy 20th Aug: 36 stating that no action has been taken so far to proceed against the other three local merchants.

7) It is reported that no action has been taken against the other local merchants for recovery of the moneys due from them. The Conservator of Forests, Shimoga Circle, in his letter dated 15-2-36, thus as flagged 7, has detailed the actual circumstances of the case and sought for orders in regard to the filing of the Civil Suit, and agrees with the P.F.O. on May, that a Civil Suit will be a remedy though Costlier than one under Mysore Forest Law. He says that in that letter that he proposes to take action accordingly. But as per from P.V.D. no action has been taken. Subd for orders.

8) Refer para 72 above. The C.C.F. says that the Conservator is awaiting orders of Govt. for taking action under Sec 79 of the Forest Regn against

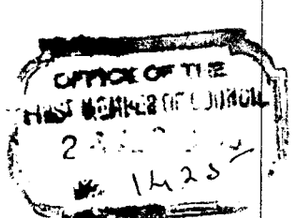
Serial No.

the local merchants. This point was raised for orders in para 22 above but it is regretted it was thereafter lost sight of -

In his letter of 15th Febr 1936 the Conservator says that he agrees with the DFO, Shimoga in the view that recovery from local merchants may be made under sec 79, though he raises a doubt in the matter on account of the sale conditions therein mentioned. Sec 79 however is quite general in its terms & enables recovery of all money payable on account of the price of any forest produce being made as if it were an arrear of land revenue - The Chief Cons^{r} in his letter of 24th Feb is of the same opinion.

So) In these Circ^{s}, I think the C.C.F may be asked to take further action under sec 79 to recover the amounts due from the local merchants and as regards dues from foreign merchants, reference is invited to para 7 above

Sub^{d} for orders



(Gen Secy)
The suggestions in para 80 may be appd -

NOTE.—Contn. Sheet.

WD 03594—GPB—30,000—18-7-35

(Hon Secy) (Sd member) (1st member)

Tarikere Timber Dejalu Case 87

Law File No. 14 of 1935.

General and Revenue Secretariat

8 ✓ Please put up a draft G.O ~~Draft G.O~~ as struck.

DRL 29/8/36

D.O. No. E177-A37-34, dy 27-8-36 from H.E.C.M.

8 Subd with a dft G.O. for Consideration.

29/8 DRL

31 AUG 1936 953

8 I have put up a revised Draft - Subd for approval

8 Guesey) DRL 29/8 JWS 29/8

Issue DRL 31/8

86

TYPING SECTION 1 SEP 1936 GENL & REV. SECTT.

To

The Ch. C. & M.

P. Ps. Shimoga

Comptr to Govt

G.O. No. L 1585, dy 3-9-36

B 8-9-36

8 Typed Copies of depositions of witnesses in C.C. Nos 56 & 6.57/34-35 on the file of the Spl. I class Magt Chickmaglore have been detached and sent to the C.C. vide L.R. file No 198-36

MYSORE FOREST DEPARTMENT

Tel. Address.
'CHIEFCON,"

No. E.177-407-34
Enclo. 2 sheets.

OFFICE OF THE CHIEF CONSERVATOR OF FORESTS
IN MYSORE.

Bangalore, dated .....24th.....July..... *1935*.

25th

FROM

B. V. RAMAIENGER, ESQ., B.A.,
Chief Conservator of Forests
in Mysore, Bangalore.

Law 14-352

To

M.VENKATANARANAPPA, Esq., B.A.,
Secretary to the Government of
H.H. the Maharaja of Mysore,
Development Department, Bangalore.

Sir,

Adverting to your letter No. P.7110/Law 208-34-4 dated 25th June 1935 about filing of suits for recovery of value of timber et involved in the Tarikere Depot defalcation cases, I have the honou to forward herewith copy of letter No. I.35-365-34 dated 22nd July 1935 from the Conservator of Forests, Shimoga Circle together with copies of its enclosures and to request you to be so good as to obtain and communicate to me, ~~the~~ legal opinion on the point raised in paras 1 and 2 of the Conservator's letter, in regard to proceeding against the local timber dealers for recovery of value of timber outstanding against them.

The Conservator has been requested to arrange to obtain for the Public Prosecutor the requisite records for preparing the draft plaints and submit them without delay so that the chances of getting the seized timber attached before judgment, if necessary, in accordance with the orders of Government conveyed in your letter under reply, may not be lost and the suits to be filed in this connection may not be barred by limitation.

I have the honour to be,
Sir,
Your most obedient servant,

B. V. Ramaiengar

Chief Conservator of Forests

TEL. ADDRESS :
"CHIEFCON."

MYSORE FOREST DEPARTMENT.

OFFICE OF THE CHIEF CONSERVATOR OF FORESTS
IN MYSORE,

XXXXXXX
XXXXXXX

Dated Bangalore, ... 193

Copy of letter No. I.35-365-34 dated the 22nd July 1935 from the Conservator of Forests, Shimoga Circle, Shimoga, to the Chief Conservator of Forests in Mysore, Bangalore.

Re: drafting of plaints in the civil suits to be filed against certain purchasers connected with the Tarikere Depot Defalcation cases.

--

With reference to your letter No.E.177-407-34 dated the 19th instant on the above subject, I have the honour to forward herewith a copy of my letter of even number dated the 5th instant addressed to the Public Prosecutor, Shimoga, together with that of his reply dated the 20th instant thereto for your kind perusal and to state that the points raised by me are of a general nature and do not seem to require any reference to the depositions and exhibits in the two cases already decided. Moreover, the Public Prosecutor in para 5 of his letter No. 536 dated the 14th April last to the District Magistrate, Kadur, a copy of which was forwarded to you with this office memo of even number dated the 30th idem, has suggested that steps may be take under Sections 79 and 80 of the Mysore Forest Regulation against the local merchants at least.

I would therefore, suggest that the opinion of the Government Advocate may be kindly obtained if considered necessary on the several points and orders thereon communicated to me early to enable needful action being taken in the matter.

In this connection, I have to state that the cases of appeal by the Forester against his convictions are posted to the 27th inst. to enable the production of the exhibits and records in those cases which are mostly common to the other two cases which are posted from 22nd to 24th instant for further cross-examination. It will not be therefore possible now to supply the Public Prosecutor the exhibits etc., required by him. He will however be required to go through

the same while opposing the appeals which he has been asked to do by the District Magistrate, Kadur District.

Letter No. I.35-365-34 dated the 5th July 1935 from the Conservator of Forests, Shimoga to the Public Prosecutor, Shimoga.

Re: Institution of civil suits against the purchasers in Tarikere Depot Defalcation cases.

In continuation of this office letter of even number dated th 28th ultimo, I have the honour to state that the following points seem to deserve consideration before drawing up the plaint. I have asked the Prosecuting Range Officer attached to my office to discuss with you about them. An early reply may be kindly sent to enable needful action being taken in time.

1) The first point to be settled is to whom should the amount of Rs.1,925/- remitted by the Forester on 25-9-1934 be given credit and on what basis and in what proportion. In the chellan given by the Forester it is stated that the amount is towards the value of timber collection by him in the auction sale held at Tarikere Depot on ..... during 1933-34 vide Lot No.....

When the amount was remitted, the District Forest Officer was concerned only about the missing of purchasers' timber from the Depot and the loss of Government stock was discovered subsequently and large amounts are due on this account. Since the details are not furnished by the Forester in the chellan and as Government has been put to much loss on account of loss of Government stock, it seems to bereasonable to credit the whole amount towards the value ofmissing Government stock. The legal aspect of the matter may however be considered.

2) In C.C.56/34-35 five foreign merchants and one local merchant and in 65/34-35 three local merchants are involved. With regard to the local merchants there seems to be no necessity for instituting civil suits as action can be taken to recover the balances as arrears of land revenue under Section 79 Mysore Forest Regulation. In this connection, your attention is invited to para 5 of your letter No.336 dated 14-4-1935 to the

District Magistrate, Kadur District, wherein you have expressed that opinion.

3). The question of the place where the suits have to be filed I think, will also have to be decided. There seems to be no good in obtaining ex-parte decrees against the foreign purchasers as the suits will have to be filed afresh in freigh courts. This means double expense. In all probability the suits here may not be contested by the parties. The question of filing the suits in foreign courts once for all will have therefore to be decided.

4). Whether all the suits hwe to be filed at the same time or only a test case at the beginning to see how it fares will also have to be considered.

--

Letter No.16 dated the 20th July 1935 from the Public Prosecutor, Shimoga, to the Conservator of Forests, Shimoga.

--

Subject: The filing of suit against purchasers of timber from Tarikere Depot.

--

With reference to your letter No. I.35-365-34 dated 28th June 1935 enclosing the copy of Chief Conservator's letter No. E.177-407-34 dated 27-6-1935, I.35-365-34 dated 5th July 1935 and I.35-365-34 dated 19th July 1935, I have the honour to state that the drafting of the points is a complicated matter which demands a careful study of the judgments passed in the two Criminal cases which have been disposed of by the Special First Class Magistrate of Chikmagalur with reference to the evidence adduced in the case. Moreover, in your letter dated 5th July 1935 you have raised certain points regarding the advisibility of taking steps against the foreign merchants in the Mysore Courts and also the question as to how the amount of Rs.1925/- recovered from the accused Seetharamiah should be adjusted. This is

realaydifficult point which can only be decided after the careful scrutiny of the evidence adduced in the cases and I am not just now provided with the copies of record. Besides, I do not know whether the Chief Conservator of Forests considered all these points before he made his recommendation to the Government for filing of the suits in question in his letter No. E.177-407 .. 1934 dated 16th June 1935 addressed to the Government and whether the Government has considered all these aspects before sanctioning the filing of the suits.

I therefore request you to kindly forward to me a copy of the said letter of the Chief Conservator addressed to the Government and also the copies of depositions, exhibits and other records in the two disposed of cases in order to enable me to carefully consider the matter in issue and prepare the points required.

true copies)

SS

Chief Conservator of Forests.

GOVERNMENT OF HIS HIGHNESS THE MAHARAJA OF MYSORE

General and Revenue Secretariat

Dated, Bangalore, 3rd August 1935

No. 861

From

The *General Secretary to the Government of His Highness the Maharaja of Mysore.*

To

The Chief Conservator of Forests in Mysore.

Sir,

With reference to your letter No.E.177-407-34 dated 25th July 1935 re: the proposed suits for recovery of value of timber involved in the Tarikere Depot defalcation cases, I am directed to state that the facts of the case have not been furnished and it is not therefore possible to give opinion on the points raised by the Conservator of Forests Shimoga, without studying all the records. It is for this purpose that necessary instructions were given in this office letter No.P.7110 dated 25th June 1935 to put all the materials available before the Public Prosecutor Shimoga and get the draft plaints prepared and submitted with the opinion of the Public Prosecutor so as to enable Government to come to a decision regarding the filing of the suits. The Communication referred to does not convey sanction of Government to file the suits as presumed by the Public Prosecutor, Shimoga. I am therefore to request that draft plaints may be got prepared and submitted to Government for sanction very early in accordance with the rule 77-80 of the rules for the conduct of the legal affairs of Government, when all the points that arise will be duly considered and orders passed.

I have the honor to be,
Sir,
Your most obedient servant,

Sd. H. V. Ramasvami.

General Secretary to Government.

Memo No. P 862/Law 14-35-2

Dated Bangalore, the 3rd August 1935.

Copy of the above is forwarded with compliments to the Public Prosecutor, Shimoga.

By order,

Mysore Secretary to Government.

ISD

Appendix F G—1]

SUBJECT .....

.....

.....

Section Laws

File No. 14-35

Serial No. 2

Diary No. of letter replied to .....

No. 861

To

The C.C.F.

Sir,

With reference to your letter no. E 177-107-34 d 25.7.35 re: the proposed limits for recovery of value of timber are involved in the Tarkwa Depot degalcation Case, I am directed to state that the facts of the Case have not been finally and it is not therefore possible to give opinion on the points raised by the Conservator of Forests Shinava without studying all the records. It is for this purpose that necessary instructions are given in this office letter

General and Revenue Secretariat

( )

the *193*

Date of issue 1-8-35

Signed by .... Mr A R G

List of enclosures .....

Copied by Bl 3/8/35

Examined by.....

WD 01956—GPB—22,500—12-6-34

No. 1/110 dt 25-6-35 to have all the material available before the Bar. Shivaya and for the use of drafts prepared and submitted for with the opinion of the Bar. so as to enable for to Come to decision regarding the future of the Suits. The Communication referred to does not Convey sanction of the to file the suits as presumed by the Bar. Shivaya. I am directed to request that the draft plaints be got prepared and submitted very early to for for sanction in accordance with the rules 77-82 of the Rules to the Conduct of the legal affairs of the when all the points that arise will be duly considered orders passed — I have the

3/7 Sheristedar
TSO

to the Bar. Shivaya

2885
D

Office of the Public Prosecutor,
Shimoga Division,
Dated, Shimoga, 9th November 35.

No. 183/Encl./
The copy of letter No. 182.

From

The Public Prosecutor,

Shimoga Division,

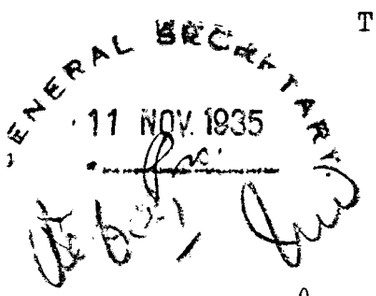
Shimoga.

To

The General Secretary to the Government

of His Highness the Maharaja of Mysore,

Bangalore.



Sir

Subject:- Preparation of draft plaints in the matter of filing suits against Timber purchasers from Tarikere Timber Depot

***

With reference to your letter No. P. 7110/ Law. 208- 34-4 dated 25-6-1935, addressed to the Chief Conservator of Forests and your letter No. P. 862/ Law. 14-32-2 dated 3rd August 1935 communicating to me a copy of the letter of even date addressed to the Chief Conservator of Forests in Mysore, I have the honour to forward for your kind perusal a copy of my letter No. /82 of this date addressed to the Conservator of Forests, Shimoga and to state that after the first Government Order was communicated to me, the then Conservator of Forests, Shi raised certain doubts about the expediency and legality of the intended suits and called for my opinion in his letter No. P. 35-365/34 dated 5th July 1935. I sent him a reply in my letter No. 16 dated 20-7-1935 that I could not give definite information in the matter without the requisite records and the facts and the Conservator of Forests was pleased to reply in his letter No. I. 35-365/34

dated 26th July 1935 stating that copies of depositions and exhibits etc. in the two disposed of cases would be furinshed to me and requesting me to gather the information required from the said records. But subsequently to the receipt of this letter, I have been supplied with the copies of Judgment only by the District Superintendent of Police, Kadur in connection with the 2 criminal appeals filed by the convicted Forester and so far, no copies of depositions & exhibits affording the necessary material for the preparation of the plaints have been furinshed to me though promised and though three and a half months have elapsed from the date of promise. Besides, no Officer of the Forest Department has met me and given me personal instructions with the aid of records though such help has been requisitioned by me. So that the delay in the preparation of the intended plaints is not the result of my in-action on my part.

I request you to kindly issue necessary instructions to the Forest Department Officers to immediately supply me with the necessary records and personal instructions so as to enable me to prepare the draft plaints in pursuance of the Government Order.

I have the honour to be,

Sir,

Your most obedient servant,

K Krishna Rao

Public Prosecutor,

Shimoga Division.

9-10-1935

Office of the Public Prosecutor,
Shimoga Division,
Dated, Shimoga, 9th November 193

No. 182

From

The Public Prosecutor,

Shimoga Division.

To

The Conservator of Forests,

Shimoga Circle,

Shimoga.

Sir,

Subject:- Preparation of plaints in the suits intended to be filed against Timber merchants who are the purchasers from Tarikere Timber Depot.

***

With reference to your letter No. I. 35-365/34 dated 26-7-1935 and subsequent reminders thereon, dated 15-8-1935, 6-9-1935, 20-9-1935 and 30th October 1935, I have the honour to state that a copy of General Secretary's letter No. P. 7110/ Law. 208-34-4 dated 25th June 1935, addressed to the Chief Conservator of Forests in the matter of preparation of plaints was sent to me with your letter dated 28th June 1935, stating that the plaints may be drawn up in consultation with the District Forest Officer Bhadravati who was said to have been instructed to meet me in this connection with the required references and that Mr. D.B.Narasimhamurthi, Prosecuting Range Officer has been instructed to assist me in the matter with references and records.

2. In pursuance of this letter I entered into correspondence with the District Forest Officer of Bhadravati as to the date when he should meet me and instruct me with the

the facts in the matter. While the matter stood thus. I received your office letter dated 6th July 1935. wherein certain doubts have been set in for elucidation before drawing up the plaints and a reply was called for. To this I have replied in my letter No 6 dated 20-7-1935 that no definite answer to the querries of the letter of 5th idem could be furinshed without the copies of the records, namely depositions and exhibits in the two disposed of cases of Chickmagalur First Class Magistrate's Court being made available for me to know the facts connected with each of Timber merchants' transactions. This fetched a reply from you in your letter dated 26-7-1935 stating that copies of Judgment, depositions and Exhibits etc will be supplied to me to enable me to oppose the Crimina ppeals preferred by the Forester in the Sessio... Court, Shimoga and requesting me to go through them and gather the information required for drafting the plaints. How reasonable my requisition for the facts and for copies of records is can be gathered from the General Secretary's letter No. P. 862/ Law. 14-33-2 dated 6th August 1935, forwarding to me a copy of his letter of even date addressed to the Chief Conservator, wherein he has stated, the facts of the case have now been furinshed and it is not therefore possible to give opinion on the points raised by the Conservator of Forests, Shimoga without studying all the records. for this purpose that necessary instructions were given in this office letter No. P. 7110 dated 25-6-1935 to put all the materials before the Public Prosecutor, Shimoga and get the draft plaints prepared and submitted with the opinion of the Public Prosecutor so as to enable Government to come to a decision regarding the filing of the suits."

The next communication from you after the letter of the 26th

26th July is the letter dated 6th September 1935 forwarding to me a copy of your letter of even date addressed to the Chief Conservator of Forests asking me to intimate the stage at which the matter stands and calling for information as to when the plaints could be expected.

I should like to bring to your notice that important facts that after 26th July I have received no copies of depositions and exhibits in the two disposed of cases either from your office or from the District Superintendent of Police, Kadur District who merely sent me copies of Judgment in the said 2 cases without depositions stating that it is not possible to furinsh me with the copies of exhibits as they are numerous and voluminous and that the great number of exhibits were common between these two cases and C. C. Nos. 84 and 85 of 1934-35 which are pending trial in the Court of the Special First Class Magistrate. Besides, I have met you during the ensuing period once in the Shimoga Forest lodge where you were halting and have requested you personally to depute an officer of your department well conversant with the facts of the case to meet me and instruct me with all the available facts and records in order to enable me to prepare the required plaints, So far my requisition for copies of records and instructions through the Department agency has not been complied with and yet I have been receiving reminders from your office for sending the draft plaints although the delay is the result of the failure to furinsh me with the requisite facts and the relevant records.

It is rather unfortunate that you have intimated the Chief Conservator of Forests in your letter dated 6-9-1935 and 29-9-1935 that the matter is pending with me

although the necessary reqisites to prepare the plaints have not yet been furinshed. and it is equally strange and unfortunate that the Chief Conservator of Forests should have, in his letter No. F. 177-407/34 dated 29th 10-1935 addressed to the General Secretary to the Government, endorsed your opinion.

The facts set out above will speak for themselves and explained that the delay in the matter of preparation of plaints is not the result of any in-action on my part I therefore request you to immediately supply me with the necessary records, and to depute either the Range Officer Tarikere who has been attending to the Criminal cases in the Magistrates's Court or the Prosecuting Inspector of the Chickmagalur who has conducted the prosecution in the First Class Magistrate's Court, so that he may meet me and give personal instructions in the matter of preparation of plaints.

A copy of the letter addressed by me to the General Secretary to Government in the same matter has been enclosed for your information.

I have the honour to be,

Sir,

our most obedient servant

(Sd) B. Krishna Rao.

Public Prosecutor,

Shimoga Division.

GOVERNMENT OF HIS HIGHNESS THE MAHARAJA OF MYSORE

General and Revenue Secretariat

No. P 3362 Y
Laws 14-35.

Dated, Bangalore, 18th November 1935.
20m

From

The *General Secretary to the Government of His Highness the Maharaja of Mysore.*

To

The Chief Conservator of Forests in Mysore,
Bangalore.

Sir,

With reference to your letter No.E.177-407-34, dated 29th November 1935 re: the proposed Civil suits in connection with the Tarikere Depot defalcation case, I am directed to forward herewith a copy of the letter No. 183 dated 9th November 1935 received from the Public Prosecutor, Shimoga, and to request that necessary arrangements be made immediately to furnish him with all the information he requires in the matter.

I have the honor to be,
Sir,
Your most obedient servant,

pm

for General Secretary to Government.

Appendix F G—1]

SUBJECT.....

.....

.....

Section Law

File No. 14-35

Serial No.

No. P 3362 Law

To

The C.C.T

Sir,

With reference to your letter no. L. 177-107-35 dt 29.11.35 re the proposed Court suits in Connection with the Tankee deferred defalcation Case, I am directed to forward herewith a Copy of the letter no. 183 dt 9.11.35 recd from the Bar. Shore and to request the necessary arrangements be made immediately ~~to~~ to furnish him with all the information he requires for in the matter ~~shall be sent very early~~

I have the honour to be Sir, your obedient servant

15/11

15/11

Diary No. of letter replied to.....

General and Revenue Secretariat

( )

the 193 .

Date of issue 20.11.35

Signed by Mr. N. R. D.

List of enclosures.....

Copied by .....

Examined by.....

WD 03601—GPB—30,000—23-9-35

15/11

Enc 1

15/11

MYSORE FOREST DEPARTMENT

Tel. Address.
"CHIEFCON."

No. E.177-407-34.

OFFICE OF THE CHIEF CONSERVATOR OF FORESTS
IN MYSORE.

Bangalore, dated 25th November 1935

FROM

M. Machaya, Esq., B.A., (Oxon),
Chief Conservator of Forests
in Mysore, Bangalore.

To

M. Venkatesa Iyengar, Esq., M.A.,
General Secretary to the Government
of H.H. the Maharaja of Mysore, Bangalore.

Sir,

With reference to your letter No.P.3362/Law.14-35 dated 18/20th November 1935 regarding the plaints required to be prepared in connection with the suits proposed to be filed against private individuals in connection with the Tarikere Timber Depot defalcation cases, I have the honor to forward herewith copies of memo No.I.35-365/34 dated 13th/17th November 1935 from the Conservator of Forests, Shimoga Circle, and its enclosures (viz. correspondence between him and the Public Prosecutor, Shimoga Division) in regard to the preparation of the plaints under reference and to state that the Public Prosecutor appears to have taken no action so far to prepare and furnish them for submission to Government.

The Conservator of Forests, Shimoga Circle, has been requested to take immediate further action to furnish all information and record required in this connection by the public prosecutor and to obtain from him and furnish the draft plaints to this office very early for submission to Government.

I have the honor to be,

Sir,

Your most obedient servant,

M. Machaya

Chief Conservator of Forests

Letter No.I.35-365-34 dated 13/17th November 1935 from the Conservator of Forests, Shimoga, to the Public Prosecutor, Shimoga.

Re:- Preparation of plaints in the suits proposed to be filed against certain timber merchants.

With reference to your letter No.182 dated the 9th instant enclosing a copy of the letter addressed by you to the General Secretary complaining that the necessary records and assistance required by you to draw up the draft plaints have not been furnished, I have the honor to state that this is the first communication received fro you in the matter in spite of the six urgent reminders issued by me after the first communication in July last and it is for the first time you are bringing to my notice that you are still corresponding with the District Forest Officer, Bhadravati, as to the date when he should meet you and furnish the facts of the case.

From your letter under reply, I make out that you have been duly furnished with copies of the judgments delivered by the Special First Class Magistrate, Chikmagalur, in C.C.Nos.56 and 65. While furnishing those copies the District Superintendent of Police, Chikmagalur, has also informed you why it is found not possible to furnish you with exhibits as they are numerous and voluminous and as the ~~grant~~ great number of them were common between the two cases just disposed of and the two other cases, viz. C.C.Nos.84 and 85 still under trial then. It was for this very reason that I had to write to you in my letter No. I.35-365-34 dated the 26th July 1935 sent in reply to your detailed letter of the 20th idem requesting you to take the opportunity of looki into the connected records when they are made available to you while opposing the Criminal Appeals preferred by the accused in C.C.Nos.56 and 65 in the Sessions Court, at Shimoga, or earlier at Chikmagalur with the permission of the court in view of urgency during your visits to the said place in connection with the Sessions. I am not at all aware what action you took on that reference. I believe that you had been to Chikmagalur on duty on several occasions since 26th June 1935 when my first reference on the subject was made to you and you could have easily taken the opportunity to study the records with the prosecuting Inspector there. Had you at least sent me a reply to my reference dated the 26th July 1935 or to any of the earlier reminders

would have taken needful action immediately to afford you all possible facilities in this behalf. Your continued silence in spite of reminders marked "Immediate" made me believe that you had taken needful action on my reference of the 26th July 1935 alone.

In your letter to the General Secretary you have stated that ".....no officer of the Forest Department has met me and given me personal instructions with the aid of records though such help has been requisitioned by The justification of this statement cannot be made out in view of your continued non-response to my several references and in the absence of any complaint from you to me about the failure on the part of my subordinates to comply with your requisitions. Your letter under reference comes to me as a surprise and I regret that the important matter should have been so much delayed unnecessarily.

The District Forest Officer, Bhadravati, has orders to give you all facilities in the matter including the assistant of the Range Officer who helped the prosecution in the four cases. I request you to take immediate action in the matter and intimate the progress early.

No.I.35-365-34. Shimoga, dated the 13th November 1935.

Copy of the above is forwarded to the District Forest Officer, Bhadravati, with a request to explain what action he took on this office reference of even number dated 28th June 1935 and why he did not meet the Public Prosecutor and issue him necessary instructions for the preparation of the draft plaints called for by Government.

The matter being extremely urgent he may depute Ranger Mr.T. Sethu Rao to assist the Public Prosecutor and see to the drafting of the plaints. He must also get into correspondence with the Public Prosecutor and meeting him on the earliest convenient date to discuss the facts of the case.

Sd. H.S.Narayana Rao,
Offg. Conservator of Forests.

No.I.35-365-34 Shimoga, dated 13/17th November 1935.

Copy of the above alomg with those of the Public Prosecutor's letter under reference and its enclosure is forwarded with compliments to the Chief Conservator of Forests in Mysore, Bangalore, for kind information.

Sd. H.S.Narayana Rao,
Offg.Conservator of Forests.

Letter No.182 dated the 9th November 1935, from the Public Prosecutor, Shimoga Division, to the Conservator of Forests, Shimoga.

Subject:- Preparation of plaints in the suits intended to be filed against Timber merchants who are the purchasers from Tarikere Timber Depot.

With reference to your letter No.I.35-365-34 dated 26th July 1935 and subsequent reminders thereon, dated 15-8-1935, 6-9-1935, 20-9-1935 and 30-10-1935, I have the honor to state that a copy of General Secretary's letter No.P.7110/Law. 208-34-4 dated 25th June 1935 addressed to the Chief Conservator of Forests in the matter of preparation of plaints was sent to me with your letter dated 28th June 1935 stating that the plaints may be drawn up in consultation with the District Forest Officer, Bhadravati, who was said to have been instructed to meet me in this connection with the required reference and that Mr. D.B.Narasimhamurthi, the Prosecuting Range Officer has been instructed to assist me in the matter with reference and records.

2. In pursuance of this letter, I entered into correspondence with the District Forest Officer of Bhadravati as to the date when he should meet me and instruct me with the facts in the matter. While the matter stood thus, I received your office letter dated 6th July 1935 wherein certain doubts have been set in for ~~eludication~~ elucidation before drawing up the plaints and a reply was called for. To this, I have replied in my letter No.16 dated 20th July 1935 that no definite answer to the queries of the letter of 5th idem could be furnished without the copies of the records, namely, depositions and exhibits in the two disposed of cases of Chikmagalur First Class Magistrate's court being made available for me to know the facts connected with each of timber merchants' transactions. This fetched a reply from you in your letter dated 26th July 1935 stating that copies of judgment, depositions and exhibits etc., will be supplied to me to enable me to oppose the Criminal appeals preferred by the Forester in the Sessions Court, Shimoga and requesting me to go through them and gather the information required for drafting the plaints. How reasonable, my requisition for the facts and for copies of records, is, can be gathered from the General Secretary's letter No.P.~~883~~ 862/Law. 14-35-2 dated 6th August 1935, forwarding to me a copy of his letter of even date addressed to the Chief Conservator, wherein, he has stated

"the facts of the case have not been furnished and it is not therefore possible to give opinion on the points raised by the Conservator of Forests, Shimoga, without studying all the records. It is for this purpose that necessary instructions were given in this office letter No.P.7110 dated 25-6-1935 to put all the materials before the Public Prosecutor, Shimoga, and get the draft plaints prepared and submitte with the opinion of the Public Prosecutor so as to enable Governmen to come to a decision regarding the filing of the suits"

The next communication from you after the letter of the 26th July is the letter dated 6th September 1935 forwarding to me a copy of your letter of even date addressed to the Chief Conservator of Forests asking me to intimate the stage at which the matter stands and calling for information as to when the plaints could be expected.

I should like to bring to your notice the important fact that after 26th July I have received no copies of depositions and exhibits in the two disposed of cases either from your office or from the District Superintendent of Police, Kadur District, who merely sent me copies of judgment in the said two cases, without depositions, staing that it is not possible to furnish me with copies of exhibits as they are numerous and voluminous and that the great number of exhibits were common between these two cases and C.C.Nos.84 and 85 of 1934-35 which are pending trial in the Court of the Special First Class Magistrate. Besides, I have met you during the ensuing period once in the Shimoga Forest Lodge where you were halting and have requested you personally to depute an officer of your Department - well conversant with the facts of the case - to meet me and instruct me with all the available facts and records in order to enable me to prepare the required plaints. So far, my requisition for copies of records and instructions through the Department agency has not been complied with and yet I have been receiving reminders from your office for sending the draft plaints - although the delay is the result of the failure to furnish me with the requisite facts and the relevant records.

It is rather unfortunate that you have intimated the Chief Conservator of Forests in your letter dated 6-9-1935 and 29-9-1935 that the matter is pending with me although the necessary requisits to prepare the plaints have not yet been furnished, and it is equally strange and unfortunate that the Chief Conservator of Forests should have, in his

letter No.E.177-407-34 dated 29th October 1935 addressed the General Secretary to the Government, endorsed your opinion.

The facts set out above will speak for themselves and explain that the delay in the matter of preparation of plaints is not the results of any inaction on my part. I therefore request you to - immediately supply me with the necessary records and to depute either the Range Officer, Tarikere, who has been attending to the Criminal cases in the Magistrate's court or the Prosecuting Inspector of the Chikmagalur, who has conducted the prosecution in the First Class - Magistrate's Court so that he may meet me and give me personal - instructions in the matter of preparation of plaints.

A copy of the letter addressed by me to the General Secretary to Government in the same matter has been enclosed for your information.

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(3) Letter No.183 dated the 9th November 1935, from the Public Prosecutor, Shimoga Division, to the General Secretary to the Government of Mysore, Bangalore.

Subject:- Preparation of draft plaints in the matter of filing suits against Timber purchasers from Tarikere Timber Depot.

With reference to your letter No.P.7110/Law.208-34-4 dated 25-6-1935 addressed to the Chief Conservator of Forests and your letter No.P.862/Law.14-32-2 dated 3rd August 1935 communicating to me a copy of the latter of even date addressed to the Chief Conservator of Forests in Mysore, I have the honor to forward for your kind perusal a copy of my letter No.182 of this date addressed to the Conservator of Forests, Shimoga, and to state that after the first Government Order was communicated to me, the then Conservator of Forests, Shimoga, raised certain doubts about the expediency and - legality of the intended suits and called for my opinion in his - letter No.I.35-365-34 dated 5th July 1935. I sent him a reply in my letter No.16 dated 20-7-1935 that I could not give definite information in the matter without the requisite records and the facts and the Conservator of Forests was pleased to reply in his letter No.I. 35-365-34 dated 26th July 1935 stating that copies of depositions and exhibits etc., in the two disposed of cases would be furnished to me and requesting me to gather the information required for the said

records. But subsequently to the receipt of this letter, I have been supplied with the copies of judgment only by the District Superintendent of Police, Kadur, in connection with the two criminal - appeals filed by the convicted Forester and so far no copies of depositions and exhibits affording the necessary material for the - preparation of the plaints have been furnished to me though promised and though three and a half months have elapsed from the date of promise. Besides no officer of the Forest Department has met me and given me personal instructions with the aid of records though such help has been requisitioned by me. So that, the delay in the preparation of the intended plaints is not the result of any in action on my part.

I request you to kindly issue necessary instructions to the Forest Department Officers to immediately supply me with the necessary records and personal instructions so as to enable me to prepare the draft plaints in pursuance of the Government Order.

"Copies"

M. Marcham

Offg. Chief Conservator of Forests.

2704/35
R

POLICE DEPARTMENT.

Tel. Address
"POLICE"

PHONE No. 298

OFFICE OF THE
INSPECTOR-GENERAL OF POLICE IN MYSORE,

When replying please quote No. C2-243/34-35

Two copies of judgment

Dated Bangalore, 31st October 1935

DESPATCHED
1 NOV 1935

FROM

F. A. HAMILTON, ESQ., C.I.E.,
Inspector-General of Police in Mysore,
Bangalore.

CHIEF SECRETARY'S
2 NOV. 1935

A.V.Ramanathan,Esq., B.A.,
Chief Secretary to the Government of
His Highness the Maharaja of Mysore,
Bangalore.

SIR,

In continuation of my letter No.C2-243/34-35 dated 24th October 1935, regarding the trial of the cases of misappropriation of Government timber from the Forest Depot at Tarikere, I have the honour to enclose, herewith, copies of judgments in the two cases for the information of Government.

I have the honour to be,

Sir,

Your most obedient servant,

Inspector General of Police.

NK.

Submitted for perusal

TSD 4/11

Where are the previous reports

4/11

the Connected file which was ordered is pressed

TSD 6/11

No reply has been received to our letter of 6.8.35. A RV may issue

1. admission reply has been rec'd recently on 30.10.35 (Flag 'E')

In the Court of the Special First Class Magistrate, Chikmagalur,
Dated, Chikmagalur the 14th October, 1935.

Present:- G. Krishna Murthi, Esquire, B.A., LLB.,
Special First Class Magistrate, Chikmagalur.

C.C.84/34-35.

Offences punishable under Sections 409 and 379 I.P.C.

Complainant. Vs. Accused.

Government. 1). H. Seetharamiah bin Narasimha Bhatta,

2). A.M. Munisamy Modaliar bin Muragesha Modaliar, both are residents of Tarik Taluk.

Judgment.

1. The first accused H. Seetharamiah is charged under Section 409 I.P.C. with having committed Criminal breach of trust of property entrusted to him as a public servant, and the 2nd accused, A.M. Munisamy Mudaliyar under Section 411 I.P.C. with having dishonestly received the said embezzled property which consequently was stolen property. Each of the accused has pleaded not guilty to the charge levelled against him.

2. The 1st accused Seetharamia was the Government servant, a Forester in charge of the Government timber Depot from December 1931 till 26-9-34 and it is that capacity of a public servant that the offence is alleged to be committed. The property embezzled is two Honnelogs which had been received in that Depot and which bore the No.246 and 248 respectively for the year 1932-33. It is the rule and the practice of the depot that the logs as they are brought to the depot from the jungle depot should begiven a number in the depot which should be marked on the log and entered in a register called Form 4 register of the Depot, and at the end of each official year, the undisposed of logs in stock in the depot should be renumbered for the new year and carried forward in the register before new arrivals of that year are received and renumbered. The Nos.246 and 248 stated above are such numbers given for

3. Fourteen witnesses have been examined for the prosecu- and none for the defence. The depot in question is within the jurisdiction of the D.F.O. Bhadravathi, and the Forest S.D.O. stationed at Tharikere is also the immediate controlling authori of the Forester in charge. Pw.11 C.Subba Rao was the predecessor of this accused and speaks to having given charge of the Depot to th is accused in December 1932 together with all the stock of timber as it existed. Ex.P.73 is the charge report and P.73(a)is the list of stock as it stood then and both are signed by Pw.11 and the 1st accused. This witness is also familiar with the writing and signature of the accus and has spoken to them in same of the exhibits. Pw.10 has been th e D.F.O. Bhadravathi practically during all the time that this accused has been the forester and it was he who gave order in August 1934 transferring this accused from this depot and putting Pw.6 Dasappa in his place. Pw.6 speaks to the delay caused in the 1st accused handing over the charge, to his reporting the matter as per Ex.P.75 and to their commencing to give and take charge and to their checking stock according the rough list which this accused had prepared in Ex.P.29 and 30 and how casually when they were writing the fair lists of stock Ex.P.32 series, he came to see the huge discrepancy between the quantity which the accused had given and to the book balance according to Form 7/12 register regarding merch ants timber. As the accused's reply to this were not reassuring, the witness made this state of affairs known to the D.F.O. by means of his report Ex.P.31. It was this that opened the eyes of the authorities to the rotten state of affairs at the Depot. It brought the then D.F.O. Pw.10 on the scene and his hurried enquiry and subsequent checking of stock and depot books at once revealed that Pw.6's report Ex.P.31 was substantially true, and this checking by Pw.11 resulted in two cases having been launched against the 1st accused regarding the shortage of what is called mech

timber i.e. timber which the merchants had purchased in the auction but having not paid for it, had not yet removed and which therefore ought to have been in stock in the depot, but did not exist. Before Pw.11 could complete his checking he was transferred on 10-10-34 and Pw.8 took his place. The auditing of stock and depot books by Pw.8 and the auditor Pw disclosed the appalling shortage of 445 logs of 1932-33 and 152 logs of 1933-34 and Pw.8 laid the complaint before the police with respect to their exhibit P.34 is his complaint and Ex.P.34 a.b.c. give the details of the logs that were found missing of Government timber. On this the police Sub Inspector Pw.7 investigated the case and placed the char sheet. This charge sheet however is confined to the two log bearing numbers 246 and 248 of 32-33. In the list of missir logs prepared by Pw.1 exhibit P.34 . Only one of these logs No. is included and not log No. as missing, But Pw.7 in his checking of Depot book found out the omissio It is clear that this is an omission perhaps by oversight ir the list Ex.P.34.

4. It has been amply established in this case that th two logs reached Tarikere Depot from the jungle depot at Heb and in May and June 1932 and were brought into stock by this accused 1. Both the Hebbe Depot pass port book and the Tarikere receipt book establish this. When despatching the logs from the jungle depot to the Tarikere depot a p[redacted] mentioning the details of logs with their jungle N[redacted] in duplicate and on the Tarikere depot where it is[redacted] that is affixed to the counterfoil receipt of the [redacted] Depot mentioning the respective No. given to the [redacted] Depot and a receipt of the Tarikere Depot is se[redacted] jungle depot which affixed to the counterfoil ponding passport book of Hebbe jungle depot a[redacted] foil passport exhibit Ex P.26 a, and b show t[redacted] logs have been sent to the Tarikere depot o[redacted] 6-32 and they were numbered as 3737 and [redacted] epot for 31-32. The Tarikere depot[redacted]

by the 1st accused are affixed to it. Likewise in the Tariken depot receipts books exhibits P.18 and 19 these two logs are shown as received and given the number stated above/and exhibits P.18a and P.19a. are the counterfoils of receipts signed by 1st accused and to these the corresponding passports of Hebbe depot are attached.

5. The 1st accused has also brought these two logs into stock in Form 4 register Ex.P.8 in the corresponding months under the No. 3737 and 3873 for the years 1931-32, and they were in stock at the end of that official year and were carried forwa for the next year and renumbered as 246 and 248, as per entries Ex.P.8a and P.8b and against them in col.7 are noted the initial ' R.K." Ex.P.8(a)1 and P.8(b)1 which is proved to be in the hand of the 1st accused and which is stated to represent Radhakrishna Mudaliyar the son of the 2nd accused in whose names the 2nd accused used to carry on dealings with the depot as he himself was debarred from having any special selection contract as per Government Order Ex.P.38.

6. That these logs were taken from the depot by A.2 with the permission of A.1 on 5-9-32 is also placed beyond doubt. There is the way permit (triplicate) Ex.P.27 dated 5-9-32 signed and issued by the 1st accused covering these two Honne logs Nos. 246 and 248. That permit was produced before the police Sub Inspector Pw.7 by the 2nd accused himself. It is issued in favour of Radhakrishna Mudaliyar the son of the 2nd accused. That is a conduct on the part of these Forest authorities which is very curious and to say the least very unsatisfactory. This 2nd accused himself was having dealings in timber in this depot from some years previously and was a defaulter in a considerable sum, steps taken to recover this amount from his properties seem to have been met with a claim by this very son of his Radhakrishna Mudaliyar that the properties were his and he was living separately from his father and was in no way responsible for his vide Ex.P.39. Taking every thing into consideration the

overment

Government not only ordered this dues of A.2 to be written off but debarred him from entering into any contract with the Forest Department in future vide Ex.P.38. This was in December 1931.

7. And yet timber contracts are given to A.2's son shortly after that and under them, A.2 is allowed to have dealings with Government timber in the depots. A.2's son is but a student studying at Bangalore as Ex.P.41 and the evidence of Pw.12 the clerk of A.2 establishes and he as such is scarcely in a position to attend to timber dealings. The record and evidence make it clear that Radhakrishna Mudaliyar is merely a name lender and it is A.2 who is practically carrying on the dealing s. The bills and lists aregiven by A.2 signed for Radhakrishna Mudaliyar and it is A.2 who takes delivery of logs and disposes of them to his customers. All the effect that is given to the Government Order Ex.P.38 is to avoid the name of A.2 from appearing in the depot books and it is rendered a dead letter by the simple ruse of allowing A.2 to have all the dealings in the name of his son. Nor could it be said that the Forest authorities are ignorant of this. For the D.F.O. says that as A.2 was having dealings he was continued to have it even after Ex.P.38 in th e name of his sons.

8. To resume the history of the two logs in question. After taking th e way permits for these two logs from A.1 , A.2 has sold them to Pw.5 Manikyam Chetty for Rs. 148-2-0 and has given him the bill Ex.P.25 which is proved to be A.2's both by P.W.5 and P.W.12. Another corroboration of it is to be found in the copy of this bill being found in A.2's duplicate receipt or bill book Ex.P.@ 35. Ex.P.35(a) is that copy. Pw.5 purchased some 5 logs more from Pw.3 and L.V. Basappa at the same time and requested him to book these and the two which he purchased from A.2, by Railway to his place Valavanoor and accordingly Pw.3 has booked them. P.22(a) is the railway forwarding note given by Pw.3 for these 5 logs and P.22 b the railway invoice and dated 13-9-32 and in it are included the two Honne logs

No 246 and 248 also. Pw.5 says that in the usual course he received all the logs in his place and has also used them. It is thus clear that the 1st accused has released these two logs to the 2nd accused on 5-9-32 and the 2nd accused has disposed of the same to Pw.5. Ex.P.27 shows that it was for Rs. 138-12-0 that these were sold.

9. One other point that is also established is that the amount of these two logs is not credited in the cash book of the depot. Ex.P.33 and 37 are the two cash books of the depot maintained by the 1st accused and they do not show that the amount has been credited. There practically the prosecution leaves the case and want it to be inferred that the 1st accused has misappropriated these two logs and committed breach of trust. Ordinarily it would be a fair and reasonable inference that when a man is entrusted with things and he neither has the things to show nor credited its value, that the things have been misappropriated especially when the things by reason of their bulk, or quantity are such that they could not be removed with out the consent or knowledge of that person.

10. It is the case of the prosecution that according to rules the Forester in charge of the depot is not authorised to receive money at all directly to his hand but that the parties have either to credit the amount to the Treasury or pay to the superior officers viz. the S.D.O. at Tarikere or D.F.O. at Bhadravathi and it is an production of the Treasury receipts or authorisation order of the superior officer that the Forester should release the logs. Even the latter course of the superior officer receiving the amounts, is not, it is said sanctioned by any rule but has the usage to support it. Though according to the stand taken by the accused it was not necessary for them to contest the position that the depot Forester was not authorised to receive payments directly, the 2nd accused has hotly contested it. He first points to the Form of receipts No. provided in Government Forest account Code Vol.III in which the designation of the officer issuing it is printed

as the Forester in charge of Depot, and draws the inference from it that Forester in charge of the depot is authorised to receive money and issue receipts. The D.F.O. Pw.10 stated he could not say for what purpose this receipt was provided and the Forester Pw.11 says that though he had seen such receipts years back, he has not seen this in use latterly. Article 79 of the Forest account Code Vol.111 does not restrict the receipt of money by the superior officer only but says for all cash sales in the depot receipts in the form No. 20 shall be given to the purchaser apparently meaning that the officer in charge of the depot should do so. However this matter is of little consequence to this case as it is not the case of the accused that the money was paid to the hands of the Forester 1st accused.

11. What the accused say is that the money with respect to these two logs was paid by the 2nd accused to the hands of the Forest S.D.O. at Tharikere and it was on his issuing the chit authorising the relcase of these two logs that the 1st accused sold stamped the logs and issued the permit Ex.P.27. Unfortunately neither side has taken the trouble to examine that S.D.O. The defence has contented itself with the vague evidence which Pw.5 Manikyam Chetty has given of A.2 giving money to some one in one room in the office and bringing a chit and giving it to A.1 and to A.1 then releasing the timber. How far his memory could be trusted on these points when he is speaking to events 3 years old is a matter of doubt. But even accepting his evidence, it does not establish the case of the defence. He does not know the S.D.O. and cannot say to whose hands A.2 paid the amount. In his first examination it was elicited in cross examination, " I and 2nd accused went to the timber depot office. The 2nd accused went inside the office room and paid the money. I stayed out. He brought a letter. I do not know what letter it was, or what it contained. The 2nd accused gave that to the 1st accused and the 1st accused gave him the permit. I do not know who was inside then or to whose hands the 2nd accused

gave

gave the amount. It was inside a room. This evidence is rendered still vaguer by what is elicited in the cross examination after charge. When he says - "I did not personally see the chit delivered. I was outside and A.1 and A.2 both came out of a room. I was standing outside. It was from the room opposite to that from which A.2 came out after paying money, that A.1 and A.2 came out." It is thus clear that Pw.5 has no personal knowledge of the money being paid and much less to whose hands he paid it. He was all through outside from where he could not see what was going in. He had paid the money to A.2's hand and as A.2 went with it inside the rooms in the office, it is his inference that themoney was paid.

12. It is in evidence that when the money is paid to S.D.O. or D.F.O. they would at once issue receipts in Form 13 A to the parties and instruct the D.F.O. in writing of such payments and authorise him to release timber to that extent. Neither that receipt of S.D.O. to the party nor the written authority to release the timber issued by the Forester is forthcoming. The 1st accused says he gave that authority to the hand of his clerk but he has not summoned that that may be produced, nor has that clerk even been called.

13. Further the subsequent conduct of A.1 is not consistent with this straight forward dealing. He has issued no bill to A.2 regarding this timber and no counterfoil of any such bill is forthcoming in the depot bill book Ex.P.15 and 16. As soon as the logs are disposed of, he is expected to show their disposal in Form 5 Register and in the weekly progress reports - a copy of which is to be sent through the S.D.O. to D.F.O. Ex.P.11 is the depot register of disposals of timber and in the month of September 1932 there is no disposal shown of logs to Radhakrishna Mudaliyar. In fact the disposal for that month is shown as nil as per Ex.P.11(b)and is initialled by A.1, and a corresponding nil statement of disposal is also submitted to D.F.O. under his signature - Ex.P.80. Likewise in Form 6 Ex.P.

Ex.P.20 register of the depot no disposal of timber in the month of September 1932 is shown vide Ex.P.20 d and that is als initialled by this 1st accused. The bill of timber to Radha-krishna Mudaliyar before September is in June 1932 as per P.15 n and the next is in November 1932 as per bill Ex.P.15 p and between these two months there is no bill issued to Radhakrishna Mudaliyar. The disposal register Ex.P.20 and P.11 also corrobo-rate this. The weekly progress reports sent by the 1st accused to D.F.O. for the week ending 10-9-32 Ex.P.81 submitted under the signature of the 1st accused also shows no disposals of timber. Even in issuing the way permit Ex.P.27 this hide and seek policy of A.1 is evident. These way permits forms are in triplicates, and the rule as explained by D.F.O. and clerk is that these are to be prepared after the money for the timber is paid (indeed it contains a column showing how much amount was received) the counter foil is to be retained in the way permit book and the duplicate and triplicate to be issued to the party who while taking out the logs has to give the duplicate to the Forest guard on duty and retain the tri-plicate for his own use. The guard on duty has to check the logs removed with refefence to the duplicate permit given to him and after the consignment is removed has to bring it and affix it to the corresponding counterfoil in the book.

14. But in this case neither the counterfoil nor the dupli-cate have been filled in, but only the triplicate. This is made clear from a reference to the way permit book of the depot Ex. P.28. The triplicate way permit issued for these logs is given no serial No. In Ex.P.28 there is the permit No. 24 issued on 2-9-32 and the next one No. 25 on 6-9-32 and between these two is a blank form with only the counterfoil and deuplicate forms remaining and its triplicate removed. To that blank form a plain paper chit Ex.P.28 is pinned which gives the particulars of logs No. 246 and 248 their cubical contents and value which tally with the particulars in Ex.P.27 and containing the date and some calculation of how Rs.138-4-0 is arrived at

in the handwriting of this 1st accused. If really the 1st accused was acting under the instructions of the S.D.O., there was no reason for him to have kept the disposal of these two log s so secret and not have shown it in the registers and returns and to have issued the way permit in such a fashion, that it should satisfy the 2nd accused and the Forest guard to leave the logs from the depot and yet leave no records in the depot books and registers. The 2nd accused has given no explanation for this conduct - a conduct quite inconsistent with his theory of innocense. I have therefore no hesitation in holding that the theory of accused that the money was paid to S.D.O. and th at A.1 released the timber under S.D. O's authority is not true and that he has released the timber to A.2 and not credited its amounts to the Government. It is thus a dishonest misappropriation of the logs. I therefore hol d the 1st accused guilty of the offence of Criminal breach of trust and that he committed it with respect to property entrust ed to him as a public servant and under Section 258 Cr.P.C., I convict him of the offence under Section 409 I.P.C.

15. The case against the 2nd accused has to be considered. As already stated he is charged with the dishonest receipt of stolen property. That the property viz. logs 246 and 248 were stolen property is clear from the finding recorded above that in respect to it criminal breach of trust has been committed. That the 2nd accused has received these two logs has also been established as shown previously. The other element to be made out is whether the receipt by A.2 was dishonest and whether at the time of receipt A.2 knew or had reason to believe the property to be stolen property. I am not satisfied that the prosecution has established these ingrediants beyond doubt. The circumstance which the prosecution has alleged against the 2nd accused may be briefly considered.

16. One such circumstance is the alleged similar dishonest transactions i.e. as Pw.7 Sub Inspector says that in some

instances of the booking of logs by railway by this A.2, logs which had not been disposed of to A.2 but to other merchants or otherwise disposed of such as the depot sending them to saw mills had been booked and in some cases logs No. had been repeated. It is to show this that the Railway invoices Ex.P. 43a, 45a, P.47a, P.47b, P.47c, P.48b , P.48c, P.48d, P.48e, P.57 P.57b, P.58a all booked by the 2nd accused from Tarikere railw- station to various places have been produced and the depot lor roll books Ex. P[illegible] to show that some of these are sold to other merchants, bills Ex. P[illegible] and way permits Ex. have been exhibited. The evidence of Pws. 13 and 14 also is chiefly meant for this purpose. But I do not think that this evidence is relevant. None of the timber included in these i the subject matter of the charge. If at all that evidence ha to be taken into consideration as falling under Sections 14 15 I.E.A. as instance collateral and independent transaction But as has been pointed out in the case reported in 8 Mys.L.J 385, the evidence of other similar transactions is relevant an admissible for proving the knowledge or intention of the accus by rebutting a possible plea of a relevant state of mind. In other words these sections make such evidence relevant only to prove whether the particular act was accidental or intentional or to show the state of mind under which it was done. That is also the trend of the decesions in British India. In this case there could be no question of that kind at all and so there w no scope for the accused to raise that plea or for the prosec to rebut it. This evidence being irrelevant is excluded from consideration.

17. Another circumstance alleged against this 2nd accused is that he and 1st accused was friendly and in support of it the evidence of Pw.1 and the correspondence between him and A.1 and A.2 marked Ex.P.1 to P.7 have been filed. These show that when there was some difference between Pw.1 and A.1 abo a transaction, and the parties had exchanged lawyer's notic preparatory to taking legal action, this 1st accused's interfe- rence was sought and the matter was settled.

This was in October and November 1933. Whether the feelings between A.1 and A.2 were equally cordial one year before is not shown by this. Even assuming that the two were to this it does not mean that it extended to their being conspirators in the commission of a crime. This evidence therefore leads no where.

18. One other point urged against the 2nd accused is that he or his son had no special selection contract at the time and for retail sale he has not given any application or obtained the sanction of D.F.O., and that whether it was retail or selection sale under which this timber was purchased. no bill has been issued.

19. The D.F.O. Pw.10 says that in the case of special selection contract, a party should have the Government sanction and " then state orally, or in writing the logs he wants to buy to the Forester or S.D.O. The list of selected logs will be signed by the selecting contractor or his agent and the Forester. Then the Forester will give a bill and a challan to the party and the party will have to credit the amount stated to the Treasury and produce the credited challan to the forester. Then the Forester should sold stamp logs and issue way permits ". In the case of retail sales he says that the party has to give a written application to the S.D.O. and it has to be sanctioned by the D.F.O. before sale could be effected. After such sanction, he says the procedure is the same for retail sales as for special selection sales which is got forth above. He states he is not aware if there is any rule prescribing the above procedure or prescribing in the case of retail sales the application by party or previous sanction of D.F.O. is necessary or if the S.D.O. could not sanction it or the Forester, but he maintains that what he has stated has been the practice. As regards retail sales he admits that there is no record maintained in his office what all retail sales and to whom he has sanctioned,

and all the reference that could be found in his office is the entry in the " To " register intimating the sanction to the Forester. But even that " To " register of his office is not produced.

20. He states that A.2's son Radhakrishna Mudaliyar had the Government sanction for special selection contract in 1931-32 and 1932-33 and Ex.P.40 and 79 are the copies of the Government Order. The sanction for 31-32 it will be seen from Ex.P.79 was only with respect to teak, and the sanction for 32-33, though it included Honne logs, was only passed by Government on 20-9-32 and received by D.F.O. Bhadravathi on 28-9-32. So it is contended that on 5-9-32 the date of sale of logs 246 and 248 th ere was no special selection contract. The bill books of the depot Ex. P.15 and 16 are also produced and it is shown that before P.15 p dated 26-11-32 there is no bill issued at all to this A.2 or Radhakrishna Mudaliyar.

21. Pw.10 further states that retail rates of sale are highe than the special selection rates and has filed Ex.P.66 showing the reates for retail sales sanctioned by Government. But that was sanctioned on 9-11-32 i.e. Subsequent to the transaction in question, and there is nothing to show what was the retail rate at that time.

22. There is however nothing to show whether the sale of t two logs in question is by retail sale or as special selection sale. The permit Ex.P.27 does not state what kind of sale it was nor have either of the accused explained matters. The rate at which the value of Rs. 138-4-0 is calculated sh ows that it is sold at Rs. 1-9-0 a cubic foot. The two logs are more than 5 feet in girth and the rates for such are at Rs. 1-9-6 and Rs.1-12-0 a cubic foot according to Ex.P.40 and P.66 respectively, i.e. the rate at which it is sold is approximates the selection rates. It looks to me that the sale must have been at selection rates and in anticipation of Government sanction in favour of A.2's son. Ex.P.40 shows that the appli-

cation

application for that concession must have been considerably prior to 7-9-32 for by that date the Chief Conservator's recommendation to grant the sanction had been despatched, and it must have taken some considerable time, having regard to official routine, for the application filed with S.D.O. to go to D.F.O. and then to the conservator and finally to the chief conservator we may safely take it that that application must have been filed earlier than 5-9-32 and seeing that it is a routine matter and there was nothing against the applicant Radhakrishna Mudaliyar and that as a fact in the previous year he did enjoy that concession and th is year's application had been backed by even the Chief conservator, it was dead certain th at the selection contractwould be granted. It seems to me that in that anticipation A.2 has approached A.1 to sell these two logs, as he had the customs of Pw.5 for these two logs and th e 1st accused has accommodated him as A.2 was going to make a clean profit of Rs. 10/- at least out of the bargain for as Ex.P.35 shows he has sold these logs to Pw.5 for Rs. 153/- and odd. But that fact however irregular, does not render it criminal, or lend itself to the inference that the 2nd accused did not pay for it. The fact that the 1st accused did not issue a bill for it or failed to show their disposals in the depot registers or returns to his official superior cannot be laid at the doors of the 1st accused in the preparation or sending of it he had no hand nor can any inference adverse to the bonafides of A.2 be drawn from it. If the forester in charge of the depot was willing to receive the price and release the logs there is nothing "dishonest" in his taking advantage of it.

23. That he has paid th e price is avou ched i... permit Ex.P.27 itself which shows that Rs. 138-4-0 has been paid. It is true that Pw.10 D.F.O. says that by a circul... order of the conservator the Foresters are prohibited from taking money from the parties directly ...re is nothing to show that that prohibition is published and the public warned

warned from paying to the Forester's hand. In fact Pw.1 admits that, though at the time he was not aware of it, he has since learnt that the practice was in vague for the parties paying money to the hands of the forester and getting their timber released. Pw.13 and 14 also speak to that practice of they themselves having done so. It is also to be noted that wh en money is so paid, the parties will have no other voucher to show that they have paid for the timber they have removed excepting the way permit, and that voucher the 2nd accused produces. It is admitted that the issuing of th e way permit to the parties is the final act and that would not be done before the dues owing on the timber released was paid. If, as the prosecution wants to suggest, the two accused were in collusion in removing the logs without payment, there was no reason for the 1st accused to have issued the way permit exonerating the 2nd accused and fixing the guilt on himself.

24. The prosecution has not proved anything against the 2nd accused beyond the fact that he took delivery of logs from the Forester and that a little in anticipation of Government sanction granting him selection contract which after all is a mere irregularity. They have not proved that he did not pay for these logs. On the other hand the way permit Ex.P.27 shows that it has been paid. The receipt by A.2 has not been ~~proved~~ proved to be dishonest nor that he had the knowledge or believing that A.1 would not credit the amount he had paid and so these logs would become stolen property. I hold therefore that the case has not been made out agains t the 2nd accused Munisamy Mudaliyar whom I therefore acquit under Section 258 of the offence with which he is charged.

25. The sentence that has to be passed against the 1s accused remains to be considered. If only the heinousness and the magnitude of the offence are taken into account the sentenc must no doub t be a deterrent one. But I must not ignore that this accused has been convicted in two other cases C.

C.C. 56 and 65 of 34-35 by me for the same offence under Section 409 I.P.C. and sentenced severely. The sentence that I am passing in this case is tempered by that consideration. I therefore sentence the 1st accused to undergo rigorous imprisonment for 6 months under Section 409 I.P.C.

In open Court,

Sd/- G. Krishna Murthi,

Special First Class Magistrate,
Chikmagalur. 14-10-35.

In the Court of the Special First Class Magistrate, Chikmagalur, Dated, Chikmagalur the 14th October, 1933.

C.C.No. 84/34-35.

The following witnesses were examined for the prosecution.

Pw.1. Kannan. 2. Mr.T. Venkataramiah. 3. L.V.Basappa.

4. Venkataramiah . 5. S.Manikyamchetty. 6. B.K.Dasappa.

7. Mr.K.Rajaiengar. 8. Mr.M.G. Venkata Rao. 9. Madhi Hussain.

10. Mr.H.V. Rangasami Iyengar. 11. C.Subba Rao. 12.C.Ramiah.

13. A.G.Siddiah. 14. Mr.T.C. Basappa.

The following exhibits were produced for the prosecution.

Ex.P.1. Notice dated 12-9-33 issued by Balaram Singh Iyer of Chittoor to A.M. Munisami Modaliar.

2. Acknowledgment receipt dated 18-9-33.

3. Letter dated 5-10-33 written by Kannappa Modaliar to Munisamy Modaliar.

4. Post card dated 23-10-33 of Kannappa Modaliar to A.2.

5. Post card dated 13-11-33 of Kannappa Modaliar to A. .

6. --do-- 21-11-33 -- do --

7. -- do-- 30-1-33 of Kannan to A.2.

8. Form No. 4 register for the year 32-33 of Tarikere Timber Depot.

8a. Entry showing No. 243 in Col.1 is in accused's hand writing.

8a(1). Entry marked as 'R.K' in Col.7 is in accused's hand writing.

8b. Entry showing No. 243 written in Col.1 is in A.1's hand writing.

8b(1). Entry sh owing as 'R.K.' in Col.No.7 is in A.1's hand writing.

8c. Entry showing 'R.K.' in Col.1(Nos.243 and 244) is in A.1's hand writing.

9. Another Form No. 4 register of Tarikere Timber Depot from March 1933.

9a. Entry showing the receipts of logs from Nos. 1 to 918 writing is in A.1's hand writing.

9b. Entry showing Log No. 4506 received in Tarikere Depot.

10. Form No. 5 Register of Tarikere timber Depot.

11. Form No. 5 Register of Tarikere Timber Depot from 18-8-32 to 30-3-33.

11a. Entry showing No.943 log received in Tarikere Depot during October 32 was sent to saw mill.

1b.

Ex.P.11b. Entry showing log No. 2303 received in Tarikere Depot during February 33 shown as sent to saw mill.

11c. Entry showing log No. 2651 received in Tarikere Depot during March 33 shown as sent to saw mill.

11d. Entry showing log No.2048 received in February 33 shown as sent to saw mill.

11e.	-- do --	3007	-- do --	March 33	-- do --
11f.	-- do --	3084	-- do --	April 33	-- do --
11g.	-- do --	3080	-- do --	April 33	-- do --
11h.	-- do --	3081	-- do --	April 33	-- do --
11J.	-- do --	3361	-- do --	April 33	-- do --
11K.	-- do --	955	-- do --	October 32	-- do --

11L. Entry showing the receipt of logs for the month of September 1932 is a mil statement.

11M. Entry showing 10 logs sent to Radhakrisha Modaliar.

12. Form No. 5 register from 27-7-33 to 26-4-34 of Tarikere Depot.

23. Form No. 5 register from 31-5-34 to 23-6-34 of -- do --

14. Another Form No. 5 register (an intermediate book between Exhibits P.11 and 12) of Tarikere Depot.

14a.	Entry showing Log.No.841 disposed in June 33.		
14b.	-- do --	856	-- do --
14c.	-- do --	865	-- do --
14d.	-- do --	972	-- do --
14e.	-- do --	850	-- do --
14f.	-- do --	2034	-- do --
14g.	-- do --	2418	-- do --
14h.	-- do --	2542	-- do --
14J.	-- do --	2610	-- do --
14K.	-- do --	4307	-- do --
14L.	-- do --	4308	-- do --
14M.	-- do --	3312	-- do --
14N.	-- do --	3478	-- do --
14P.	-- do --	2534	-- do --
14Q.	-- do --	4304	-- do --
14R.	-- do --	4306	-- do --
14S.	-- do --	4313	-- do --
14T.	-- do --	4300	-- do --
14U.	-- do --	4 32	-- do --

Ex.P.14V. Entry showing log No. 4509 disposed of in June 1933.

14U. -- do -- 4489 -- do --

14X. -- do -- 5014 -- do --

14 X. -- do -- 4503 -- do --

14 Z. -- do -- 5037 -- do --

14 a.a. -- do -- 4515 -- do --

15. Special supply timber bill book of Tarkwa timber depot.

15a. Bill No. 1/31-32 dated 7-8-1931.

15b. " " 7-8-31.

15c. " 2/31-32 19-8-31.

15d. " 4/31-32 24-8-31.

15e. " 7/31-32 31-8-31.

15f. " 8/31-32 1-9-31.

15g. " 9 " 7-9-31.

15h. " 10 " 17-9-31.

15J. " 12 " 13-10-31

15k. " 13 " 8-10-31

15L. " 14 " 19/31-13-31.

15M. " 17 " 15-3-32.

15N. " 25 " 30-3-32.

15O. " 8/10/32-33 24-11-32.

15 Q. " 17 " 30-4-33

15 R. " 25 " 31-5-33

15 S. " 30 " Nil

15S(1). 30 " Nil (log No. 629 shown).

S(2). " " " (log No. 632 shown)

15 T. 30 " " showing timber sale.

15 U. 34 " 24-5-33 (log No. 3098 shown

15 V. 31 " 25-5-33

15 W. 38 " 31-5-33 log No. 996-31 shown.

15X. 33 " 31-5-33.

15 Y. 28 " 29-5-33.

15 Z. 35 " 29-5-33.

15 a.a. 34 " 34-5-33 log No. 3044-13 shown.

16. Special supply timber bill book of Tarkwa timber depot.

Ex.P. 16(a). Bill No. 45/32-33 dated 30-6-33 showing log No.4999 Sold to Radhakrishnan Modaliar.

16b. Bill No. 1 dated 27-7-33 showin thellist of logs sold to N.K. Modaliar as per D.F.O's order.

16c. Bill No. 2 dated 31-7-33 showing the list of timber sold to N.K. Modaliar.

16d. Bill No. 32 dated 17-6-33 showing the list of timber sold to to Iron works Bhadrathi.

16e. Bill No. 43 dated 30-6-33 showing the list of timber sold to Mr.V. Rajagopalchari.

16f. Bill No. 43 dated 30-6-33 showing the list of logs sold from Tarikere Depot.

16g. Bill No. 41 dated 30-6-33 showing the list of log sold to V. R jagopalachari.

17. List showing the No. of logs accounted for 32-33.

18. Receipt book of Tarikere depot from 15-1-32 to 16-6-32.

18a. Entry showing No. 3737 log was received by Tarikere depot forester from Hebbe depot forester.

19. Receipt book of Tarikere Depot.

19a. Entry showing No. 3373 log was received by tarikere forester.

20. Form No. 3/11 of Tarikere Depot from July 29 to July 34.

20a. Entry showing the receipts and issues of timber during June 3

20b. Entry showing 131,374 cubic feet shown as balance during Jun 32.

20c. Entry showing No. 1895 of timber balance during June 33.

20d. Entry showing the receipts and issues of timber during Septr.

20e. Sh wn written in July 32 account is in the hand writing of A.

21. Form No. 4 of Tarikere Timber Depot.

22. Invoice book of Tarikere Railway station from 19-3-32 to 3-10-

22a. Forwarding note dated 13-9-32 for the transport of 7 logs fro the Tarikere railway station.

22b. Invoice No. 1 dated 13-9-32 issued.

23. Bill book of L.V. Basappa Tarikere.

23a. Bill issued to Manikyam by L.V. Basappa on 5-9-32.

24. Duplicate bill issued to Manikyam by L.V. Basappa on 5-9-32.

24a. Endorsement dated 13-9-32 written by L.V.Basappa on the reverse of Ex.P.24.

25. Bill of A.M. Munisamy Modaliar to Manikyam chetty.

26. Hebbe Passport Book for timber despatched to Tarikere Depot.

26a. Tarikere Depot receipt No. 146 dated 15-5-32.

26b. Tarikere Depot receipt No. 156 dated 7-6-32.

Ex.P.26c. Hebbe Receipt No. 2/- dated 10/5/33.

26d. Tarikere Depot Receipt No.239/- dated 10/5/33.

26e. Hebbe receipt No.58 dated 14/5/33.

26f. Tarikere Dep.. Receipt No.237 dated 14/5/33.

26g. Hebbe Receipt No. 85 dated 13/5/33.

26h. Tarikere Depot Receipt No.236 dated 13/5/33.

26J, Hebbe Depot Receipt No. 54 dated 12/5/33.

26k, Tarikere Depot received No.23r dated 12/5/33.

27. Way permit No nil dated 5/9/32 issued by accused to Mr. Radhakrishna Modaliar of Tarikere.

28. Way permit book of Tarikere Timber Depot.

28a. Blank way permit.

28b. Chit dated 5/9/32 enclosed to bank way permit shows the timber accounts.

29. Rough book of Tarikere depot.

30. Another rough book of Tarikere Depot.

30a. Entry showing Log Nos 807 to 1000 is in Accused's hand writi

31. Depot of Forester B.K.Dasappa dated 22/9/34 to the D.F.O Bhadravathi.

32. Charge list of Government Timber.

32a. Charge list.

32b. Charge list.

32c. Charge list.

33. Way permit book of Tarikere Timber Depot from 1/12/32 to 6/9/33.

33a. Way permit No.31/32/33 dated 6/2/33.

33b. Way permit No.57/32-33 dated nil for 30th January 33 sales.

33c. Way permit No72 dated 28/3/33.

33d. Way permit no nil dated 24/4/33 showing the timber sale of January and March 1933.

33e. Way permit No.75 dated 3/4/33.
nil dated nil initialed by accused No.1.

33f. Way permit No.~~21xdxxxxx~~.

33g. Way permit No.21 dated 30/8/33.

33h. Way permit No nil dated 13/5/33 showing the sale 1933 May.

33J, Way permit No.24 dated 6/9/33.

33k. Way permit No.6 dated 4/7/33.

33L, Way permit No.13 dated 23/7/33.

33m. Way permit No nil dated 24/4/33 showing the timber sale of 12/3/33.

Ex.P.33.A. Way permit No | mil dated 10-4-33.

33P. Way permit No. 2 | ated 2-7-33 showing the sale for March 33.

33.Q. Way permit No. | dated 1-3-33.

33.R. " " 17-2-33.

33.S. " " 26-11-33.

34. Complaint of Dis| |ct Forest Officer Bhadravati to the Police
Inspector Tarikol |on 27-10-34.

34.a. List showing t| |details for the stock of 32-33 to be account
ed for.

34.b. List showing the list of logs for 33-34 to be accounted for.

34.c. List of logs found in the Tarikere wood yard in which Tarikere Depot numbers could not be seen.

34.d. List showing the value of logs to be accounted for in Tarikere Depot, calculated on average auction sale rates.

35. Bill book of A.M. Munisami Modaliar timber merchant Tarikere.

35.a. Duplicate bill No. 346 issued to Manikyam Chattiyar by A.2.

35.b. Duplicate bill No. 352 dated 4-4-33 issued to K.Abdul Azeez Sab by A.2.

35.c. Duplicate bill No. 355 dated 6-4-33 issued to Govindaraja Modaliar by A.2.

35.d. Duplicate bill No. 360 dated 11-6-33 issued to Govindarajalu Modaliar by A.2.

35.e. Duplicate bill No. 370 dated 1-3-33 issued to Tiruvengadam Pillai by A.2.

36. Cash book of Tarikere timber depot.

36.a. Entry showing Rs. 52-14-0 received by Radhakrishna Modaliar on 1-3-31 towards timber accounts.

37. Cash book of Tarikere timber Depot.

38. Government order dated 19-10-31.

39. Petion dated 25-11-29 of Radhakrishna Mudaliyar to the Amildar Tarikere Taluk.

40. Government order No. D.2-38-331-33 dated 7/8-9-32.

41. Reply of superintendent Engineering school dated 21-1-34.

42. Slip of paper showing timber account is in the hand writing of A.1.

42.a. Bill No. 715 dated 7-6-33.

42.b. " 714 " 6-6-33.

42.c. " 713 " 2-6-33.

42.d. " 710 " 18-5-33.

42.e. " 707 " 11-5-33.

Ex.P. 42.f. Bill No. 709 dated nil.

42.g. " 708 " nil.

42.h. Portion of timber account written in a chit is in A.1's handwriting.

42.H.1. Entry showing the witing of A.1.

42.J. Bill No. 712 dated 20-5-32.

42.K. Bill No. 701 dated 25-4-33.

42.L. " 702 " nil.

42.M. " 703 " 9-5-33.

42.N. " 704 " nil.

42.P. " 705 " nil.

42.Q. " 706 " 10-5-33.

42.R. " 720 " 22-6-33.

42.S. " 721 " nil.

42.T. " 722 " nil.

42.U. Chit showing the timber accounts are in A.1's handwriting.

43. Invoice book of Tarikere railway station from 3-10-32 to 16-11-3

43.a. Invoice No.4 dated 7-11-32 showing the transport of 24 logs from Tarikere Depot to Chittoor.

43.a.1. Forwarding note.

44. Auction sale book of Tarikere Depot.

44.a. Entry showing log No. 824 sold to Tiruvengadam Pillai by A.1.

44.b. Entry showing " 665 -- do --

44.c. -- do -- 575 -- do --

44.d. -- do -- 666 was sold to A.S.Siddaiah by A.1.

44.e. Entry showing log No. 112 -- do - Sannappa by A.1.

44.f. -- do -- 2459 -- do -- L.V.Basappa "

44.g. -- do -- 2408 -- do -- "

44.h. -- do -- 1931 -- do -- "

44.J. -- do -- 1874 -- do -- "

44.K. -- do -- 1586 -- do -- Somappa by A.1.

44.L. -- do -- 1755 -- do -- L.V.Basappa by A.1.

44.M. -- do -- 1752 -- do -- -- do --

44.N. -- do -- 2038 -- do -- -- do --

44.P. -- do -- 2020 -- do -- -- do --

44.Q. -- do -- 1910 -- do -- A.S.Siddiah by A.1

Ex.P.44.R. Entry showing Log.No.44 was sold to A.S.Siddiah by A.1.

44.S. -- do -- 2019 -- do --

44.T. -- do -- 1585 " T.C.Basappa by A.1.

44.U. -- do -- 1926 -- do --

44.V. -- do -- 2176 -- do --

44.W. -- do -- 2173 -- do --

44.X. -- do -- 2172 -- do --

44.Y. -- do -- 2416 " L.V. Basappa by A.1.

44.Z. -- do -- 2413 " T.C. Basappa by A.1

44.a.a. -- do -- 2417 " L.V. Basappa by A.1.

44.b.b. -- do -- 2412 " T.C. Basappa by A.1.

44.c.c. Bill No. 25 showing the list of logs sold to Mahommed Imam Sab by A.1.

44.d.d. Entry showing log No. 2032 was sold to Mylarada Nagappa by A.1

44.e.e. List of logs sold to T.C. Basappa by A.1.

44.f.f. Bill No. 35 showing the list of logs sold to Chidambaram Modaliar.

44.g.g. Bill No. 34 showing list of logs sold to Govindaraja odr.by A.1

44.h.h. Bill No. 7 dated 14-12-32 showing the list of logs sold to Hiruvengadam Pillia.

45. Invoice book of Tarikere Railway station.

45.a. Invoice No. 8 showing the transporting of logs of Chitoor by A1.

45.a.1. Forwarding note.

46. Auction sale bill book of Tarikere Depot.

46.a. 2800 Log No. was sold to L.V. Basappa as shown in bill No. 40.

46.b. Entry showing Log No. 2800 was sold to T.C. Basappa by Tarikere Depot forester

46.c. " 2802 -- do --

46.d. " 2805 -- do --

46.e. " 2801 -- do --

46.f. " 2806 was sold to Mahommed Esuff said by Depot Forester.

46.g. " 2792 -- do --

46.H. " 3002 (teak) sold to Samson by Tarikere Depot Forest er.

46.j. " 1927 was sold to -- do --

46.K. " 830 " A.S.Siddiah -- do --

46.L. " 826 " -- do --

46.M. Bill No. 41 dated)-6-33.

46.N. Bill No. 38 dated 30-3-33 showing the list of timber sold to A.S.Siddiah.

Ex.P.46.P. Entry showing log No. 4280 sold to Samson by Depot Forester

46.C. Bill No. 39/ dated nil showing the list of timber sold to Samson of Kolar.

46.R. Bill No. 40 showing the list of logs sold to L.V. Basappa.

46.S. " 38 -- do -- Mahomed Esuf Sab.

46.T. 7 -- do -- A.V.K. Sami.

47. Invoice book of Tarikere Railway station from 26-3-33 to 21-3-3

47.a. Invoice No.1 dated 1-4-33

47.a.1. Forwardin ote.

47.b. ~~Invoice~~ Invoice 3 dated 3-4-33.

47.b.1. Forwarding note.

47.c. Invoice No. 13 dated 14-4-33.

48. Invoice book of Tarikere railway station from 20-5-33 to 18-6-3

48.a. Invoice No.9 dated ~~20~~ 20-5-33.

48.b. Forwarding note.

48.c. Invoice No. 20 dated 8-6-33.

48.c.1. Forwarding note.

48.d. Invoice No. 4 dated 21-5-33.

48.d.1. Forwarding note.

48.e. Invoice No. 3 dated 9-6-33.

48.e.1. Forwarding note.

49. Bill book of A.S.Siddiah.

49.a. Bill given to Patel Bindalegouda.

49.a.1. Entry showing log No. 4697 sold to A.S.Siddiah.

49.b. Bill No. 172 given to Raghavappa.

49.b.1. Log No. 2904 given to Raghavendrappa.

50. Bill book of Chandappa from 20-9-33 to 16-3-34.

50.a. Bill of Hanuma No.410 dated 10-10-33.

50.b. Bill No. 427 of G.K. Mallappa dated 21-11-33.

50.c. Bill No. 409 dated 10-10-34 is ued to Hanumantha Rao.

50.d. Receipt No. 451 dated 10-1-34 of Mudlgiriyappa.

51. Lot roll book of timber auction sale of Tarikere depot held i June 33 sale.

51.a. Lot No. 527 showing 8 logs of nathi were sold to T.C.Basapp

51.b. " 450sold to L.V. Basappa.

51.c. Lot No. 551 showing 3 logs were sold to Samson of Kolar.

51.d. Lot No. 553 " 7 logs of nandi " L.V. Basappa

Ex.P.81.c. Lot No. 3343 was sold to T.C. Basappa.

81.f. Shara written in pencil is in A.1's handwriting.

81.g. Shara written in pencil is in A.1's hand writing.

81.h. Shara written in pencil is in A.1's hand writing.

81.J. -- do --

81.K. Entry showing 14 lots of Jambe were sold to L.V. Basa

81.L. " 20 lots of Nanli -- --

81.M. " 11 lots of Muthi " T.C. Basappa.

81.N. Shara written in pencil is in A.1's hand writing.

81.O. 6 lots of muthin were sold to A.S.Siddiah.

81.Q. Shara written in pencil is in A.1's handwriting.

81.R. 10 logs of Kathige were sold to L.V. Basappa.

81.S. Shara written in red pencil is in A.1's handwriting.

81.t. 3 lots of Muthi were sold to L.V. Basappa.

81.U. 7 lots of muthi were sold to T.C. Basappa.

81.V. Shara written in pencil is in A.1's hand writing.

82. Bill issued by A.2 to Vijayarangam of Chittoor.

83. Lot roll book of timber auction held at Yarikere in Jany 1933.

83.a. Lot No. 82 showing the purchase of 11 lots of nanli by T.C. Basappa.

83.a.1. portion of writing of A.1.

83.b. Lot No. 111 showing the purchase of 5 lots of teak by Chidambaram Modaliar.

83.c. Lot No. 112 showing purchase of 5 lots of teak by -- do --

83.d. Lot No. 140 showing purchase of 5 lots --- do ---

83.e. Lot No. 49 showing the purchase of 12 logs of nanli by T.C. Basappa.

83.e.1. Portion of writing of Seetharamiah A.1.

84. Lot roll book of Yarikere Depot sale of May 1933.

84.a. Lot No. 330 showing the purchase of 15 logs by Govindaraja Modaliar.

84.a.1. Lot No. 330 marked in in A.1's handwriting.

84.b. Pencil mark in lot No. 331.

84.c. Log No. 2019 showing the delivery of logs to A.S. Siddiah.

84.d. Log No. 353 showing the purchase of 9 logs of teak by T.C. Basappa.

84.e. Lot No. 354 showing the purchase of 6 logs of teak by --do

84e.1. Shara written in pencil is in A.1's handwriting.

P.55. Bill book of A.V. Basappa timber merchant Tarikere.

P.a. Bill No. 57 dated nil showing the timber account written by A.B.

P6. Way permit book of Tarikere Timber Depot.

P6.a. Way permit No. 149 dated 22-3-34.

P6.b. Way permit No. 103 dated 19-2-34.

P6.c. " 134 dated 17-3-34.

P7. Invoice book of Tarikere railway station from 15-6-33 to 22-7-33.

P7.a. Invoice No.31 dated 19-6-34.

P7.b. " 6 dated26-6-33

P7.b.1. Forwarding note.

P8. Invoice book of Tarikere railway station.

P8.a. Invoice No. 7 dated 2-3-33.

P8.a.1. Forwarding note.

P9. Way permit No. 41 dated 9-2-33.

60. " 57 dated 1-3-33.

61. " 72 " 20-3-33.

62. " nil " 20-4-33.

63. " 75 " 3-4-33.

64. " nil " 13-4-33.

65. " 76 " 19-3-34.

66. Government order dated 9-11-33 re: the rates for retail sale

67. Register of receipts in Tarikere Depot for July 34.(Form No.4)

68. Register of disposals in Tarikere Depot. (Form No. 5)

69. Register of receipts in Tarikere timber depot (Form No.4)

70. Register of disposals in Tarikere Depot.

71. Register of receipts in Government Timber Depot for Septr 34 (Form No. 4)

72. Register of disposals from the Government Depot.

73. Charge list.

73.a. Charge list.

74. D.F.O's file of record re: the South African timber supply.

75. Report of B.A. Basappa dated 9-9-34 to D.F.O. Bhadravati.

76. Order of D.F.O. dated 24-9-34.

76.a. Reply of accused No.1.

77. Challan for Rs. 102-0-0

78. List of logs account written by D.F.O. in two sheets.

79.

Ex.P.79. Government Order showing Radhakrishna Modaliar has got selection bill for 31-32.

80. Form No. 8 return showing the disposal from the Tarikere Depot.

81. Weekly statements of receipts and disposals for week ending 10th Saturday 1932.

82. Way permit book of Tarikere Timber Depot.

82.a. Way permit No. 2 dated 13-9-33 issued to T.C.Basappa by A.1.

82.b. Way permit No. 20 dated 16-10-33.

82.c. Way permit No. 33 dated 15-11-33.

82.d. " 25 " 19-10-33

82.e. " 13 " 26-9-33.

82.f. " 97 " 14-11-33

82.g. " 21 " 11-10-33

82.h. " 22 " 11-10-33.

82.j. " 47 " 9-12-33.

82.K. " 68 " 19-1-34.

82.L. " 16 " 8-10-33.

82.M. " 83 " 10-1-34

82.N. " 38 " 7-11-33.

82.P. " 72 " 31-12-33.

83. Cash book of Tarikere S.D.C. from 31-10- to July 32.

83.a. Entry showing Rs. 600/- received.

83.b. Entry showing Rs. 600/- credited.

84. Lakkavalli pass port book.

84.a. Passport No. 67 dated 31-3-33.

84.b. Tarikere depot receipt No. 160 dated 5-4-33.

84.c. pass port No. 63 dated 31-3-33.

84.d. Tarikere depot receipt No. 150 dated 5-4-33.

84.e. Lakkavalli passport No. 55.

84.f. Tarikere depot receipt corresponds to Lakkavalli passport No. 55.

84.g. Passport No. 50 dated 11-3-33.

84.h. Tarikere depot receipt No. 134-1 dated 12-3-33.

84.J. Passport No. 57 dated 10-3-33.

84.K. Tarikere depot receipt No. 130 dated 10-3-33 issued by A

84.L. Lakkavalli pass port No. 72 dated 4-4-33.

84.L.1. Tarikere depot forest receipt No. 158 dated 5-4-33.

85.f.8g. Pass port book of Lakkavalli.

85.a. Pass port receipt No. 344 dated 2-6-33 of Tarikere.

85.b. Lakkavalli passport No. 1/96 dated 9-5-33.

85.c. Tarikere depot receipt No. 231-1 dated 11-5-33.

85.d. Passport No. 97 dated 28-5-33, of Lakkavalli.

85.e. Receipt No. 243 dated 2-6-33.

85.f. Lakkavalli passport No.1/3 dated 18-7-33.

85.g. Tarikere receipt No. 2 dated 30-7-33.

85.h. Lakkavalli passport No.2 dated 9-7-33.

85.j. Tarikere recipt No.1 dtd 30-7-33.

85.k. Lakkavalli passport No. 3/96 dated 30-3-33.

85.k.1. Receipt No. 245-1 dated 23-10-33 of Tarikere depot.

85.L. Lakkavalli passport No.1/100 dated 19-6-33.

85.L.1. Tarikere receipt No. 253-2 dated 23-6-33.

86. Lot roll book for the month of March.

86.a. Lot No.292 was received by A.S.Siddiah.

86.b. Entry showing log No.296 was received by L.V.Basappa.

86.c. " 304 -- do --

86.d. " 215 -- do --

86.e. " 261 -- do --

86.f. " 268 -- do --

86.g. " 278 -- do --

87. Cash Book of Tarikere ~~Sn~~ S.D.O's office.

87.a. Entry showing Rs.153-5-6 received from Radhakrishna Modaliar.

88. Form No.7 book of Tarikere timber depot.

88a. Entry showing the timber supplied to R.N.Modaliar for August

88. Lot roll book showing the timber auction sale held on 22-6-33.

88.a. Entry showing 8 logs of Nandi were purchased by L.V.Basappa

88.b. Lot.No.2800 showing L.V.Basappa purchased 8 logs of timber

88.c. " 583 -- do -- 7 logs of Nandi.

88.d. " 522 -- do -- 11 logs of yathiga

88.e. " 580 -- do -- 5 logs of Nandi.

88.f. " 470 -- do -- 7 "

88.g. " 482 -- do -- 14 "

88.h. " 434 -- do -- 13 "

88.j. " 542 -- do -- 10 logs timber.

89.F. Lot No. 512 showing L.V.Basappa purchased 2 logs of timber

89.L. " 578 -- do -- 10 of Nandi.

89.M. " 498 -- do -- 8 logs of yathiga

89.N. " 460 -- do -- 11 logs of Nandi.

89.P. " 518 -- do -- 11 logs of mathi.

89.Q. " 525 -- do -- 8 logs of Hunnal

89.R. " 512 -- do -- 2 " yathige.

89.S. " 465 " T.C. Basappa purchased 6 logs mathi.

90. Signature of A.2 in the letter written.

90.a. Signature of 2nd accused

90.b. Signature of 2nd accused.

90.c. -- do --

91. Lot roll book of Tarikere timber depot for sale held on 28-11-3

91.a. Entry showing log No. 666 teak was sold to A.S. Siddiah.

92. Lot roll book of Tarikere timber depot auction held on 7-12-33.

92.a. Entry showing log 826 taken by A.S. Siddiah .

92.a.1. Entry showing log No.830 was taken by A.S.Siddiah .

93. Lot roll book of Tarikere depot auction sale of 8-8-33.

93.a. Lot No. 2418 was taken by L.V. Basappa

94. Lot roll book of Tarikere depot auction held on 30-1-33.

94.a. Lot No. 114 shows L.V. Basappa purchased 12 logs of Mathi.

94.b. " 128 -- do -- 7 -- do --

94.c. " 127 -- do -- 5 -- do --

94.d. " 115 -- do -- 9 -- do --

94.e. " 90 -- do -- 2 logs of teak

94.f. " 133 -- do -- 7 logs of honne.

95. Lot roll book of L.V. Basappa.

95.a. Entry showing the sale for 22-6-33 pages 134 to 155.

95.b. Entry showing January 33 sales(in two pages.)

95.c. -- do --- May 33 "

95.d. -- do -- March 33 "

96. Bill book of T.C. Basappa timber merchant Tarikere.

96.a. Entry showing the bill issued to Ramasetty on 20-8-33.

96.B. Entry showing the receipt issued to Thiruvengadam pillai.

97. Receipt book dated 5-10-32 to 15-11-32.

Ex.P. 98. Receipt book (pages 129 to 199) dated 18-11-32 to 2333-33.

99. Receipt book from 23-3-32 to 4-6-33.

100. Receipt book from 7-6-33 to 27-6-33.

101. Receipt book from 2-6-33 to 6-4-34.

102. Receipt book from 11-6-34 to 25-9-34.

No articles were produced for the prosecution.

No witnesses were examined for the defence.

The following exhibits were produced for the defence.

Ex.D.1. Initials of District Forest Officer.

2. Receipt No. 20 dated 6-2-32 for Rs. 600/-

2.a. Signature of Mr.B.T. Thimmarayappa S.D.O.

3. Initials of Mr. Rangaswamy Iyengar.

4. Portion of writing resembles the signature of Rangaswamy Iyengar

5. Statement of Munisamy Modaliar before the Amildar, Tarikere.

6. Bill No. 66 dated 26-3-33.

7. Passport book No. 1/98 dated 30-5-33.

7.a. Receipt No.1/98 dated 30-5-33.

8. Bill No. 8 dated 26-3-33.

9. Bill book of Narasimhayya.

9.a. Bill No. 43 dated 26-3-33.

9.b. Bill No. 53 dated 21-6-33.

10. Hebbe bill book from 23-1-33 to 23-3-33.

10.a. Bill No. 8 dated 26-3-33.

11. Bill No. 34 is the counterfoil of ex.P.44 g.g.

12. Bill No. 58 dated 21-6-33.

13. Endorsement dated 22-11-32 of Conservator of Forests Shimoga

14. Entry in Rough book P.30.

15. Entry in Rough book P.30.

16. to 20. --- do ---

21. Way permit No. 6 dated 26-3-33.

22. Way permit No. 10 dated 7-6-32 issued to R.K.Modaliar by R.F.O. Hebbe.

23. Way permit No.12 dated 15-6-32 --- do ---

24. " 11 " " --- do ---

25. " 33 " 5-9-31 --- do ---

26. " nil " 30-6-32 --- do --- by Tadasa Forester.

27. " 1 " 7-3-32 --- do ---

Ex.D.28. Receipt No.5 dated 17-9-31 showing Rs. 13-12-0 received from R.K. Modaliar in timber account.

29. Receipt No. 2 dated 9-8-31 showing Rs. 196-14-0 -- do --

). Receipt No.4 dated 16-9-31 showing Rs. 297-15-6 -- do --

31. Entry showing Rs. 400/- in cash book.

32. Date as 30-4-33 in ink is marked in P.15.Q.

33. Rs. 326-3-0 deposited by Radhakrishna Modaliar.

34. Rs. 108-2-0 deposited by -- do --

35. Rs. 100/- deposited by -- do --

36. Rs. 400/- cash deposited by -- do --

37. Rs. 934-5-0 deposited by -- do --

38. Receipt No. 3 dated 28-3-33.

39. " 2 " 2-3-33.

40. " 1 " 23-1-33.

41a. Entry showing Rs. 218/- for May sales.

41b. -- do -- Rs.3900/- for May 33 sales.

41.c.1.-- do -- Rs. 218/- for June 33 sales.

41.c.2. --do-- Rs.3900/- for June 33 sales.

42. Rs. 900/- for the sales of April

43. Entry showing the special supply of timber.

44. Way permit No. 177

No articles were produced for the defence.

In the Court of the Special First Class Magistrate, Chikmagalur, Dated, Chikmagalur the 14th October, 1935.

Present:- G. Krishna Murthi, Esquire, B.A., LL.B., Special First Class Magistrate, Chikmagalur.

C.C.No. 88/34-35.

Offences punishable under Sections 409 & 379 I.P.C

Complainant. Accused.

Government Vs. 1. H. Seetharamiah bin Narasimha Bhatta,

2. A.H. Munisamy Modaliar bin Murageshn Modaliar, both ar residents of Tarikere Town.

J u d g m e n t.

1. The 1st accused H. Seetharamiah is charged with 8 counts each of offences under Section 409 I.P.C. for the alleged Criminal breach of trust of various logs entrusted to him in the capacity of a public servant viz. 20 logs on 28-11-33, 7 logs on 30-11-33 and 26 logs on 29-11-33, and the 2nd accused is also charged under 3 heads under Section 411 I.P.C. for the dishonest receipt of stolen property knowing or having reason to believe them to be stolen, the stolen property being the same logs included in the 3 charges of Criminal breach of trust against the 1st accused. Both the accused have pleaded not guilty.

2. There is a Government timber depot at Tarikere which is called Depot " and to which timber from other jungle depots - Narasimharajpur, Thadasa, Hebbe and Lakkavalli are supplied and ~~xxxxxxxx~~ sold or otherwise disposed of. The 1st accused H. Seetharamia was the Forester in charge of that depot from 31-12-31, when ~~xx~~ he took charge from Pw.11 as shown by the charge report Ex.P.2 till 20-9-34 when he was placed under suspension by Pw.9 D.F.O. Bhadravathi Forest District in connection with some defalcations reported against him from the depot. The transfer of 1st accused from the depot and posting Dasappa Pw.10 revealed the state of affairs of the depot. That transfer was ordered by Pw.9 in August

August 1934. When Pw.13 went on demand on 14-8-34 for the charge being given, the 1st accused put off doing so for some time, first by taking some time, then going on leave giving only the depot cash book Ex.P.19 and stamp to Pw.13 to carry on with the current duties. Pw.13 reported under Ex.P.46 about this delay in the matter of handing over charge. When after the 1st accused returned from leave he and Pw.13 began to take stock of timber lying in the depot. On 22-8-34 Pw.13 found even then that the records and work of depot were not up to date. The rules require that as the timber reaches the depot it should be given a number and entered in the X register of receipts form 86C 4 and the said number should also be marked on the log itself, and at the close of the official year, the balance of stock should be renumbered for the next year and marked on the log and also carried forward for the next year before the fresh receipts are entered. Though the official year 1934-35 began on 1-7-34, still even in September 1934, the balance of stock of 33-34 had not been renumbered nor were they carried forward into the register of receipts. The 1st accused had made a rough and partial list of such Government stock in the two rough books Ex.P.72 and 5, noting in the former particulars of logs serial Nos. 1 to 306, and in the latter merely noting numbers 307 to 1000 without giving details and with the help of these Pw.13 checked the logs in the depot yard as pointed out by the accused, completing the rough list for all the stock found in the yard which came to 1377, and at the same time noting on these logs these serial numbers as the logs number for the current year 34-35. This stock taking was completed by 21-9-34, and on 23-9-34 the Pw.13 began to write out the charge list according to the dictation of A.1 with reference to Ex.P.72 and 5. By casually looking into Exh. 19 register of the depot, Pw.13 became aware of the enormous discrepancy in merchant timber in stock as this accused had put noted, as shown in this register, and not getting convincing reply from the accused, he at once made a report about it to the D.F.O. That report is Ex.P.47. That brought

the D.F.O. on the spot and started the enquiry with result that it was discovered there was considerable embezzlement about money and two cases were instituted against the 1st accused after police investigation, in this Court and tried in C.C.56 and 65/34-35 with respect to shortage in merchant's timber.

3. But that was but the beginning of discovery of the irregularities in the depot. Before Pw.9 could complete the checking of stock in the depot with the actual book balances, he was transferred, and Pw.7 succeeded him as D.F.O. and he with the help of the auditor continued the checking, and a comparison of the actual stock list with that of the book balance list disclosed the enormous short in the latter in Government timber of 448 logs of 32-33 and 152 logs of 33-34 and lists their log number of those years and other particulars of kind were prepared and these Ex.P.1(a) to d were given to the police with his complaint Ex.P.1. That was how this case started. Pw.1 Raja Iyengar police Sub Inspector investigated this case and placed the charge sheet confining it to the 68 logs out of the 152 logs of the year 33-34 mentioned in the shortage list of timber Ex.P.1(b).

4. It may be mentioned that none of these logs h been discovered or recovered But thanks to the system maintained in the Forest Depot from where the logs are sent and that at the sale depot at Sharikere where they are received, the matter of what logs were received into the Depot and when is placed beyond a shadow of doubt. There are passport books maintained at each of the Forest Depots in which passports are prepared in triplicate when sending the logs mentioning the jungle number of the logs together with the particulars of kind and measurements. The counter foil of this would be retained at the de. atching depot and the duplicate would be sent with the consignment to the Depot

sale Depot at Thurikere where the Forester in charge will check the logs with reference to the pass port. As soon as the logs are received depot numbers are given to each of these logs which are noted on the respective logs, in the pass port received with the consignment and in the register of receipts Form 4 of the Depot together with the dimensions and kind. He has also to prepare the receipts in his receipt book in duplicate, mentioning the number of the logs, retain the counterfoil in the receipt book itself attaching the duplicate pass port of the jungle depot to it and send the duplicate receipt to the jungle depot from which he had received the consignment where it would be affixed to its corresponding counterfoil of passport. There is thus check and counter-check for the sending of the logs and their receipt, in the pass port book of the jungle depot and in the Thurikere depot each having the voucher of the other.

6. Ex.P.9 is the passport book of Narasimharajpur jungle depot, Ex.P.10 that of Lakkavalli forest depot, and P.11 and 12 that of Hebbe depot while Ex.P.8 is the receipt book of the Thurikere depot. The log numbers of the 53 logs the subject matter of the charges are set out in the charges. The reference of the despatch of these logs from the jungle depots and the date and their receipts in the Thurikere depot may conveniently be set down in the form of a table as follows

Head of Charge & way permit	Log No of Tarikere Depot of 1933-	Despatched from what dept, when with exhibit No of passport Counterfoil & Tarikere Receipt Acknowledgment.	Receipt in Tarikere Depot with exhibit No.	Entered in Tharikere Depot Receipt Form 4.
1. Ex P4 (b), (20 logs).	1990, 1989, 1988, 1985, 1984, 1986, 1981, 1982, 1983, 1992.	Maraciahmarajpur on 7/11/33 Ex P3a1 & a1.	Ex P 30h dated 8/11/33.	Ex P3a1,a2,a3,a4, a5,a6,a7,a8,a9, & a10.
	2002, 2004, 2005, 1993, 1348.	Do. on 7/11/33 Ex P9b & b(1).	ExP30 J dated 10/11/33.	ExP3b (1),P3 b2, P3b3, P3b4.
	1348.	Lakkavalli on 21/10/33 ExP10c & P10e.	Ex P30c 22/10/33.	Ex P3h3.
	1990, 1977.	Do 22/10/33 Ex P10f & f(1)	ExP30e & P30f 23/10/33.	P3k1 & P3k1.
	2038, 2042	Hebbe dated 18/11/33 P12b & b(1).	P30K dated 18/11/33.	P3q1 & P3q2.
	2048.	Do. 18/11/33 P12c & C1.	P30s 18/11/33.	P3r3.
P.ExP4c.	1980.	Lakkavalli Ex P10 e e1.	P30P 2/11/33.	P3m11).
7 Logs.	2006, 2007, 2000, 2031.	Hebbe 18/11/33. Ex P12c & c1.	P30s 18/11/33.	P3r8, P3r 6, P3r7, P3r5.
	1990.	Lakkavalli Ex P10d & D1.	P30r 2/11/33.	P3n1.
	1980.	p, Ex P10 P & P1.	P30n 22/11/33.	P3P1.

Head of Charge & Way Permit.	Log Nos. of Tharikere Depot of 1933-34.	Despatched from what Depot when under what exhibits.	Receipt in Tarikere Depot.	Form IV Entry in the Receipt Register of Tarikere Depot.
3. Ex P5 29/11/33.	1580, 1585, 1586, 1609, 1621, 1698.	Lakkavalli 18/10/33. P10a & al.	Ex P30a & b 19/10/33.	Ex P3 P1,2,3 P3a1,P3a2,P3f4.
(28 Logs).	1606, 1639, 1650, 1657.	Do. P10b & P10b1.	Ex P30 c & d 22/10/33.	ExP3g1, ExP3h2, P3h4 P3h 1.
	2051,2039, 2038.	Hebbe P12c & c1.	P30 (s) 18/11/33.	ExP3r4, P3r2, P3r1.
	2076,	-do-	P301 20/11/33.	ExP3a1.
	4070/878.	-do- 19/5/33 P12a & al.	P29a 10/5/33.	ExP3 a2.
	2238.	M.A.Pur P9e & e1.	P30q 27/11/33.	Ex P3 e1.
	2150, 2149, 2151, 2159, & 2156.	-do- P9c & c1.	P30m 21/11/33.	P3c1, 2, 3, 4, 5.
	2227, 2226, 2224, 2225 & 2221.	-do- P9d & d1.	P30p 26/11/33.	Ex P3d 1-2, 3, 4, & 5.

It will be seen from the above that all these 53 logs, excepting log number 4070/823 received in the Tarikere Depot by the 1st accused in October and November 1933 and that the log 4070/878 was received in May 1933. The 1st accused himself has acknowledged the receipt of these logs as the receipts affixed to the several passports show and they are signed by him. He has also initialled the counterfoils of the depot receipts and has brought them into stock by giving Tharikere Depot numbers and entering them in the register of receipts Ex.P.3 and P.34 which he himself has maintained. It is thus clear that these logs were entrusted to the 1st accused. That point is not contested by the accused either.

8. That these logs did not exist in the depot at the time Pw.7 took stock is also clear, for he swears that they were not in the depot yard and he has included all of them in the list of missing logs Ex.P.1(b). It is not contended for the accused that statement is wrong. The value, or realization of these logs have not been credited to the Government. The depot cash book Ex.P.19 maintained by this accused establishes it.

9 There is also overwhelming evidence that the 1st accused has released these logs in question from the Depot to A.2 and the latter has removed them and disposed of the. In this connection the mode of dealing of A.2 Munisamy Modaliyar with the Depot calls for attention. He is a timber merchant at Tarikere and his trade consists not in having a stock of timber of his own for trade, but to get timber from the Depot when he gets customers and sell them to the latter at a profit. In the Depot itself there appears to be 2 modes by which private persons could purchase timber.- One is by auction sale held in the Depot from time to time which would be duly published,. The 2nd mode is what is called the special selection sale or sale on special selection contract, for which the party ought to obtain the previous sanction of the Government which would also fix the rates for each merchant at which different kinds of timber could be sold

to

[redacted]
ery quantity of timber #
for this the previous sanction of the
the Forester could sell.

8. This A.2's dealings seem to be mostly of the and he seems to have been obtaining special selection contract till 1931 in his own name. When ~~xx~~ owing to his default a large sum due to the depot, the Government by their order not only wrote off the dues but debarred the 2nd accused from having such contracts and prohibitted him from entering into any ~~xxx~~ contract with the Forest Department in future vide Ex.P.13. Inspite of this prohibition, A.2 managed to have dealings in the depot but only benami in the name of his son Radhakrishna Mudaliyar. When the Government proposed to proceed against the properties to realize the dues of this A.2, this Radhakrishna Mudaliyar came forward with a story of his being separately from A.2, and his interest being separate from that of A.2, and that the properties proposed to be proceeded against being his own vide Ex.P.14. From 1931 the special selection contract is being taken by Radhakrishna Mudaliyar and renewed year after year till the end of June 1933 vide Ex.P.55, D.34, but his application for 33-34 was refused vide Ex.P.16. This Radhakrishna Mudaliyar is yet a youth studying in the engineering school Bangalore from 1930. Though in records for purchases etc., the name of Radhakrishna Mudal. was mentioned yet it is clear that he being in Bangalore could not have attended to the business at Tarikere, and it is 2nd accused who was giving applications taking delivery etc., in the name of his son. Pw.9 confesses, that even after the government prohibition, " We " did not prevent coming to the depot and selecting timber and having dealings. The several way permits filed in this case also confirm that A.2 was transacting business with the depot only in the name of his son. It is regrettable that authorities permitted A.2 to circumvent the Government and allowed perhaps an undesirable person to transact

x the depot a l have its advantages .

9. Coming again to the question of the release of the logs in question. The practice and the rule in the depot is that the removal of the timber from the depot should always be under the written authority of the forester in charge and that written authority is called the way permit and mentions the number and kind of logs released the amount recovered and to whom it is released. Way permit books each containing 100 printed forms in triplicates are furnished to the Depot and the procedure is that the forester after the money is credited should fill in the 3 forms retain the counterfoil in the book itself and deliver the duplicate and triplicates to the party. The latter while removing the timber should hand over the duplicate to the Forest guard on duty who should check the logs as they are removed with the duplicate, and after the entire consignment is removed handed it over to the Forester to be affixed to the corresponding counterfoil. The triplicate way permit is for the use of the party and onesuch use is that when he wishes to send any of the logs by rail outside the state, he has to affix this permit with his forwarding note and hand it over at the booking station and they would send it with the Railway invoice to the destination station where the party if he so desires may take it back. But this rule of affixing the way permit of Depot with the forwarding note does not appear to be very strictly followed. The railway authorities seem to be satisfied even with the permit of the private parties too. It may also be mentioned here that at the time of booking, the booking clerk will note in the invoice the number of the way permit, and the numbers of logs stated in the permit and which are booked.

10. It is these way permits of the depot, and the railway forwarding notes and invoices that fix definitely that [redacted] released these logs in question to A.2.Ex.P.4 is a way permit book of the Tarikere Depot used by this accused 1. This has been taken by the police Inspector x from [redacted] 18 Dasapl[redacted] and filed in the Court in connection with

C.C. 85 and 85/34-35. Pw.1 Sub Inspector when he received the complaint naturally thought that such a number of logs if removed, must have been sent only by Railway and inspected the records of booking of timber at the Tarikere Railway Station and his scrutiny was well rewarded. He lighted upo two invoices which are marked Ex.P.33(a) and P.33(b) dated 28-11-38 and 29-11-38 respectively under which A.2 had booked 23 logs to Chittoor and 26 logs to Vaniyambadi. Ex.P.33(a)1 and P.33(b)1 are the forwarding notes which A.2 gave to the Tarikere Railway Station for booking these logs and the signature in them marked, Ex.P.33(a)2 and P.33(b)2 are proved to be that of A.2. These mention way permits Nos. 59 and 60 respectively and in Ex.P.33(a) log No. 2143 and serial No.1 to 17 and 27 to 32 are mentioned while in Ex.P.33(b) thefollowing Nos. are given viz. 1530,1535,1536,1609,1666,1630,1621,1629, 1607,1508,2051,2140,2151,2150,2156,2027,2221,2224,2226,and 2225. Pw.8 was the goods clerk then at the station and he knows the 2nd accused personally. He swears that it is the 2nd accused who booked both these consignments of logs and that he noted these numbers of logs in Ex.P.32(a) and 32(b) from those given in the way permits which A.2 also proves the signatures ~~at~~ Ex.P.32(a)1 and P.32(b)1 to be those of A.2.

11. Thenumbers mentioned in these invoices were included in the list of missing logs Ex.P.1(b) of Pw.7. This ~~must~~ naturally led Pw.1 to scrutinize the way permits mentioned in Ex.P.32 a and b when he looked into Ex.P.4 he found that permit numbers 59 and 60 marked Ex.P.4(a) and P.4(e) corresponded neither in date, number and kind of logs released or in whose favour they were issued with that stated in Ex.P. a and b. Further examination of Ex.P.4 discovered two way permits. Ex.P.4(b) and P.4(c) dated 23-11-38 and 26-11-38 both issued to Radhakrishna Mudaliyar under the signature the 1st accused which tallied with the information about ~~it~~ contained in Ex.P.32(a) and P.32(b). P.4(b) includes log 2143 mentioned in Ex.P.32(a) and 19 other Nos. all of whi

are to be found in Ex.P.1(mentioned 7 log Nos on the face of both the counterfoil and duplicate gummed to it and 26 other logs Nos on the reverse of the former but not on the latter. Pw.13 produced a bundle of loose papers he found in the depot, before Pw.1 and among them Pw.1 found one duplicate invoice Ex.P.5 No.45 in which the 26 logs mentioned on the reverse of the counterfoilof Ex.P.4(c) are mentioned. Ex.P.4(b)(c) and P.5 are all proved to be in the handwriting of the 1st accused and to be signed by him by Pws. 9,11 and 13.

12. There are very many irregularities to be noticed i the preparation of these permits. In the case of Ex.P.4(b) it will be noticed that only the triplicate form is filled i while the duplicate and counterfoil are left blank and the triplicate is not even detatched from the duplicate. P.5 is given a false serial No.45 and there is no corresponding counterfoil in Ex.P.4 permit book and this duplicat i tead of being affixed to the duplicates as the rule requires, ad been thrown among the waste paper as it were. A different way permit issued to a different person and for separate logs is given the serial No. 45.

13. Then we find that Ex.P.4(b)(c) and P.5 are both signed by the 2nd accused with an endorsement that thelogs stated in them may be delivered to his cartman Dasthagiri Sab Ex.P.5(a). That Dasthagiri Sab is Pw.2 who swears tha it was A.1 who issued th ese permits and sold stamp the logs mentioned in th em, and that after that he carted these logs to the Railway Station and loaded them in trucks for A.2. His evidence is confirmed by the fact that his signatures Ex.P.4(b)1, P.4(c)2 and P.5 (b)are to be found on them. Pw.10 Krishnappa was the forest guard on duty when the logs of two of these permits were taken out and he says he noted the No. of the logs let out in a private book of his as well as checking them with the duplicate way permits of A.1 given to him by Pw.2 and that after the full consignments were removed he also took Pw.2's signature

on these duplicates and affixed them to the book. Ex.P.6 is his private note book and P.3(a) and P.8(b) are the Nos. of logs he has noted for the release and these Nos. tally with those contained in Ex.P.4(b) and P.5 which also he identified as the permits with reference to which he checked the logs. He also swears it was A.1 who sold stamped all these logs and allowed their removal. One other incident which he mentions is also significant. In Ex.P.5 the No. 1000 is repeated twice and the witness says he became doubtful about it and questio A.1 who instructed him to leave log No. 2388 and he noted it in Ex.P.5 and released it.

14. We have further the evidence of the two merchants to whom A.2 sent these logs by Railway. One is Pw.3 Somasundaram Modaliyar of Chittoor to whom the consignment under Ex.P.33(a) was delivered by Pw.8 Devaraj the Railway goods clerk at Chittoor and for which he has taken the signature of Pw.3 to t h e Railway invoice. Ex.P.32 which is a duplicate of Ex.P. 33(a). Pw.3 while admitting he purchased timber from 2nd accused and received them by Railway to his place and used them seems unwilling or unable to give further information leading to the identity of the logs. He however admitted the signature Ex. P.32(a) as his and that is one clue for fixing that it was the timber of 23 logs consigned under Ex.P.33(a) that he took. There is also another piece of evidence to connect it. Pw.1 when he had gone to Chittoor in connection with the investigation of the case obtained from Pw.3 the letter Ex.P.7 alleged to be written by 2nd accused. Pw.3 is now unwilling to identify that letter. He is related to the 2nd accused.

But Pw.12 the clerk of 2nd accused who has written Ex.P.7 and signed it for the 2nd accused, has stated that he did so at the direction of 2nd accused and it was sent to Pw.3. This letter advises the despatch of timber and encloses the railway passes. The No. and date of the Railway pass and

the

No No of the Railway waggon in which the consign[redacted] stated as sent tally with Ex.P.32 and P.33(a) and leaves no room for doubt that it was this same consignment of 38 logs that Pw.3 received.

15. As regards the other consignments of 26 logs sent und Ex.P.33(b) we have the evidence as furnished by 2nd accused's own bill and a letter written by the consignee to the 2nd accused. These are Ex.P.6 and P.27. That consignee Abdul Azeez Sab Vaniyambadi, has not been called. But Pw.1 says that when he went to that place that person told him he had used up all the timber and produced the bill Ex.P.6 and that is proved by the evidence of Pw.12, the clerk of this accused to be signed by 2nd accused. It is in Tamil and written in a printed letter head paper of the 2nd accused and is dated 20-11-33. Ex.P.6(a) is a translation of the same and shows that 26 logs were sold for Rs. 726-1-0. Ex.P.27, its translation is marked Ex.P.27(a) was produced before Pw.1 by the 2nd accused himself and shows that Abdul Azeez acknowledges the receipt of these 26 logs but points out some discrepancies in the description of logs as given in the bill. There is thus no doubt whatsoever that the 1st accused has released these ~~83~~ logs from the depot in favour of A.2 and the latter has taken them. It is true that in Ex.P.33(a) only the No. of one of the logs is mentioned and there is nothing to show which the other 27 logs sent by that consignment is. It would no doubt be an inference that as A.2 got released the 27 logs at that time as per Ex.P.4(a) and b and one of that x log is included in that consignment the rest may be the logs taken under those permits. But even without taking advantage of that inference, we have the evidence afforded by Pw.4(a) and (b) supported by that of Pws. 2 and 10 that the 2nd accused took delivery of these logs and I see no reason to distrust it. In fact neither of the accused seem to contest that point at all.

16. The next point to see is whether there is a dishonest

misappropriation by A.1 of these logs. His contention has not but that he released these logs to A. under the authority and direction of D.F.O. Pw.9 and the S.D.O. He asserts that he received no money for their price but as the D.F.O. directed he released them and issued way permits. Pw.9 has denied that he gave any such direction and the accused has not produced any written authority nor has he referred to any such authority in any of the depot records. The accused says that A.2 selected these logs for selection sale to him. But the record shows that at the time there was no selection contract in favour of this accused or his son. The selection contract for 1932-33 granted under Ex.P.8 ended by 31-3-33. Subsequently in July 1933 this accused has purchased timber on retail sales as per Ex.P.10 b,c,d, and e and Ex.D.2 and D.3 having previously obtained the written sanction of Pw.9 vide Ex.P.57 and 58. It is in evidence that the retail rates are considerably higher than selection cont rates, and it stands to reason that any one having the advantage of the latter would not go in for the former. This also suggests that after June 1933 this accused had no selection contract. Further there is positive evidence that 2nd accused's son applied for special contract for 1933-34 as pe Ex.P.15 but that was so late as 17-2-34, but even this w turned down and the Government refusal to grant him was communicated by the Conservator on 18-4-34 vide Ex.P.15. This 1st accused must have known that after 31-3-33 the 2nd accused had no selection contract for himself or in the name of his son. It is strange that in such circumstances the D.F.O. and S.D.O. would have permitted special selectio to the 2nd accused in October and November 1933, or that A.1 should have acted on that suggestion - without protest and without taking a written authority to guard himself against an act which he must have known to be unauthorised. He wants to make out that this authorisation by D.F.O. and S.D.O. was not only inside the Depot, but also in Railway wharf when they saw these logs on trucks loaded to be

despatched.

despatched, and that even when he protested that he had released all the logs, D.F.O. assured him that he need t worry as he had authorised it. For all this the 1st accused has left in no evidence. Except the statement of Pw.10 Krishnappa the guard which I will presently deal with. Even the 2nd accused does not assert it - that D.F.O. and S.D.O. sanctioned the sale to him or that he paid the [illegible] In his first statement he merely asserted he had not taken the money for these logs from A.2 and reserved his further statement till later. The one statement on which 1st accused relies is that Pw.10 stated in further cross examination on 23-7-38 that Pw.9 D.F.O. went near the Railway wharf and checked these logs noted in Ex.P.5 when they were on the loaded waggons. But I am not satisfied that this witness Pw.10 is a truthful witness. His demeanour was anything but satisfactory. During his long examination and cross examination previously on 5-4-38 and 6-4-38 he has not breathed a word about this story. Even on 23-7-38 he went on giving answers in a vague and halting manner, - that he did not know if on 25th and 29th the D.F.O. was in Tarikere or not and that though often Pw.4 when he came to Tarikere used to go to the Railway wharf and see, but he could not say on what occasions he went or what he saw or if he went on all occasions - till on a sudden he seemed to take a plunge and say that Pw.9 went near the railway wharf and checked these logs. Even then he was indefinite and said he could not say on what day he checked, but he seemed to get inspiration and in the reexamination he stated that it was on 29th that Pw.9 came and checked the logs that he got the Form 4 register from depot and checked the measurements. Pw.9 has denied all this and has spoken with reference to his official diaries that on 29-11-33 he had camped at Lakkavalli. I am not prepared to accept the word of Pw.10 who appears to me to be a shifty witness and of little standing in preference to that of Pw.9.

17. The subsequent conduct of the 1st accused is also highly suspicious and strongly suggests an adverse inference against him. The Government have prescribed very many checks against such frauds arising in the Depot and if they were only rightly observed and the superior officers had seen to their proper observance these things might not have occurred. It is painful to note that the superior officers have been guilty of a great dereliction of their duty and if the accused is guilty, no small portion of the blame attaches to them for not carrying on the periodical inspection of the depot often and checking its stock or even seeing that the weekly and monthly returns received from the depot were correct or sent in time. To note a few of the defects - As already stated the way permits are hardly written in the prescribed manner. Though weekly progress report showing demand, collection and balance is received by D.F.O. and C.D.O. weekly they have not been checked properly to see whether they correspond to facts. The monthly returns of Form F 4, 5, 6 are received very late, thus defeating the very purpose for which they are meant and yet the forester has not been pulled up. The carrying forward of unlifted stock to the new year at the end of each official year has been almost in abeyance in the depot. For July 1933 in Ex.P.34 Form 4 register A.1 has made an attempt to carry forward for 33-34 the balance of stock of previous year but has entered only up to serial No. 1 to 913 and stopped and even of these he has given particulars only up to No.803. After that he has left some ~~xxx~~ blank pages in Ex.P.34 and has opened Ex.P.3 for entering new receipts of logs and commences it with the No. 1396 which as Form 66.8 for end of June 1933 shows is the correct balance of stock. This imperfect carrying forward of stock i.e. from 913 to 1395 shows that he could not continue the list as there were no corresponding logs in stock in depot. Again for 34-35 Ex.P.30 for July 34 starts with No. ~~xxx~~ 1289 for new arrival of logs while the stock of at the end June 1934 i.e. of previous year is 1360 as per Ex.P.45 a. This shows an attempt on the part of 1st accused

to hide the shortage by ignoring 619 logs out of stock. And as already pointed out the stock of 33-34 had not been remembered at all for 34-35 even so late as September 34. None of these defects in the depot had been noticed by the inspecting officers - though there were two of them the S.D.O. in the place itself and D.F.O. and though they are expected by rules to hold at least two half yearly inspection and stock taking of depot independently by each other. The S.D.O. seems not to have concerned at all with this important work of stock taking and inspection, and though D.F.O. says he was doing them, they have neither been full regular or efficient from at least 2 years back.

18. The system provides register [illegible] show the monthly disposal and Form 6 to show disposal and balance in the depot and copies of these are to be sent every month from the depot to D.F.O. through the S.D.O. Further every week the weekly progress statements showing receipts, disposals, collectio and balance should also be submitted in a similar manner.

19. Ex.P.70 is the Form V register of the depot for the period in question and maintained by this accused and Ex.P. 70 a which is for the month of November 1933 and Ex.P.71 a copy sent by A.1 to D.F.O. shows a nil return, at any rate no disposal is shown to either A.2 or Radhakrishna Mudaliyar, nor any in the next month even vide Ex.P.70(b). The releases under Ex.P.4(b)(c) and P.5 are not charged off in Form 5 register or reported. Ex.P.35 is the weekly progress report register of the depot and Ex.P.~~Exxx~~ 35(f) is the weekly return for the week ending 25-11-33 and Ex.P.60 is the corresponding report sent to D.F.O. on 28-11-33 and in neither of them is any disposal or release of timber to A.2 or his son mentioned, though that report ought to have included the disposal made under Ex.P.4(b)on 23/11. Ex.P.35(a) is the weekly progress report for the next week ending 2-12-33, and Ex.P.36 the copy of it sent to D.F.O. In these the

1st

1staccused has shown the release of 27 logs apparently the covered by Ex.P.4(c) and r.s, though as already noticed it has not been charged of in Form 5 registers. This shows that A.1 has been acting in anything but a straight forward manner is trying to hide these releases. He offers an explanatio ... the omission to show these disposals and failure to enter them in the returns and that is that when he showed a portion of the release in the weekly progress report, the D.F.O. took exception and directed him not to show it in future till h e ordered. This explanation is more ingenious than true. He wants to take advantage of the report made in Ex.P.36 to explain the omission in Ex.3s(f). But unfortunately for the accused Ex.P.36 is the later report which reached D.F.O. on 11-12-33 while Ex. 5(f) was sent earlier and the explanation will not serve why the report was made of the later release and not the earlier one. I am not satisfied with the explanation of the 1st accused it is only a desperate attempt on his part to throw the blame upon another. These circumstances clearly point to 1st accused' role se of logs being fish y and coupled with the omissio to credit the amount in the cash book shows th at he has dishonestly misappropriated these logs. It is not necessary to decide the case against 1st accused to find out whether he did receive the money or not from the 2nd for these logs. Whether he ~~xxxxxxx~~ released the logs to A.2 to help h im without receivi payment (which is unlikely) or whether he received the value from him- and failed to credit it to Government, his act is clearly a dishonest misappropriation and being done in the capacity of a public servant with respect to property entrusted to him i th at capacity, he is clearly guilty of the offence under Section 409 I.P.C. and under Section 253 Cr.P.C. I hold him guilty of that offence and convict him of it.

21. The case of the 2nd accused remains to be considered. That case is that these logs which had been criminally misappropriated by the 1st accused and which co equently was stolen property, had been dishonestly received by A.2 knowing

or having reaso to believe them to be such. That A.2 has received these 83 logs is more than clear and I have also found so already. But in order to constitute the offence two more ingrediants are necessary to be added to it viz. that the accused knew or had reason to believe that the ore were stole property i.e. that A.1 h ad criminally misappropriated them an d that A.2 received them dishonestly.

21. To establish these ingrediants the prosecution point t o the following facts and ~~circumstances~~ circumstances.

(1) The friendship between accused 1 and 2

(2) His getting the logs on selection sale though at th time neither he nor his son had such contract.

(3) His mentioning wrong way permit No in his railway forwarding notes and failing to give all the log Nos.

(4) The bill Ex.P.6 he has given being suspicious.

22. In my opinion none of these singly or taken together, though they may serve to raise some suspicion, is sufficient to establish the offence. The friendship of the 2nd accused is sought to be established by the evidence of Pw.4 Kannappa, a merchant at Chittoor and the correspondence between him and A.2 and A.1. Ex.P.4 to P.7 are the letters which Pw.4 had written to A.1 and Ex P.20 to 23 are the other exhibits pertaining to it. These go to show that about the price of some timber sent by A.2 to Pw.4 differences had arisen between the two and matters had gone so far that they had even exchanged lawyer's notices ~~—~~ at the intervention of A.1 the two composed their differences. This w in October and November 1933 and no doubt shows that the two accused were on friendly terms at the time. But simply bec at the request of Pw.4 the 1st accused was able to bring settlement, it could not be inferred that these would conspire in fraud or ~~xxx~~ committing an offence.

23. It was pointed out that the 2nd accused instead of mentioning the correct No. of way permit under which he got the logs released, had given wrong No with his railway forwarding note viz. as No.50 and 60 and that in Ex.P.33( ) instead of

mentioning the correct log No. of logs sent he has given No. and it was argued that these facts showed a guilty mind and a desire to hide facts. I am far from satisfied that this is open to any such construction. As Dy.S Mahadi Hussain Deverad say it is permissible to produce with the forwardi _ note either the way permit issued from the depot, or the private permits of the party would also be accepted. It is also in evidence that in the case of both these consignments it was A.2's private permits that had been produced and as such it was equally open to him to give his own No of the permit. Because a party has the option to do a thing in two ways, he chooses one, any adverse inference should not be drawn because he has not chosen the other, unless there are special circumstances for such inference. In this case not only is there a lack of any such special circumstance, but there is good reason why the departmental way permit could not be sent. It has to be remembered that it is the triplicate way permit that will be left to the party for this use. In the case of Ex.P.4(b), A.1 has prepared only the triplicate and the other foils are left unfilled and even Ex.P.4(b)1 is not detatched from the way permit book at all. It was obviously impossible in the circumstance for A.2 to have produced any official way permit for that consignment. Even in the case of Ex.P.5 it will be seen that the triplicate which ought to have been with the party was found in the depot paper, and there is nothing to show that the counterfoil or duplicate were at all prepared by A.1 in that case. The preparation of the way permits and their issue is all the work of the depot Forester and for any irregularities in the preparation the party or merchant dealing could not be made responsible. This observation applies also to the defects and omissions in the depot book registers and returns for all of which it is A.1 alone who is answerable and it is no concern of the pass merchant whether these are written up properly or not. In fact he will have no opportunity to satisfy himself whether in the case of any dealings of his, the Forester is writing up the registers and shows in the returns or not.

24. The act of the accused in not giving the the full number

of the logs booked in the permit filed with the forwarding note Ex.P.33(a) is also capable of an innocent explanation. What is stated to contain one correct No of the log 2039 and the other 26 logs by mere serial No.1 to 21, 27 to 32. The prosecution want to make out that those logs indicated by their serial Nos. 1 to 21 and 27 to 32 are for the other logs stated in the way permits, but as I have already shown in another place there are no ~~materials~~ materials to hold that it is so, but it is only a surmise. Further, though, if these are the logs mention in Ex.P.4 it is not clear why the 2nd accused chose not to mention those Nos. and denote them by others, that action is not open to the inference the prosecution seek to put, viz. that because A.2 knew it related to a shady transaction, he wanted to hide the No to avoid giving any clue. For if that were the object one would have expected him to cover his trial completely by not even mentioning this one correct No. which as it happens has led the police on the correct scent. The prosecution version is also inconsistent with the 2nd accused giving the full correct No in the case of the other booking. There is no force at all in this ground.

25. The next point suggested was that in issuing the bill Ex.P.6 the accused has given a wrong serial No. and has not retained a carbon copy of it in his bill book Ex.P.18 as is his practice and it was argued this again betrayed the consciousness on the part of A.2 of his guilt about the transaction, and his desire to keep the matter a secret. That some wrong serial No. is given to Ex.P.6 and its copy is not found in Ex.P.18 is true. But the inference which the prosecution want to draw from it is belied by the other conduct of the accused viz. in h is retaining the letter Ex.P.27 relating to the same bill and himself voluntarily producing it before the police Sub Inspector.

26. Further even if the accused had retained a copy of Ex.P.6 in his bill book what is the clue that it could give,- nothing more than that he had sold some kind of timber ~~at~~ to merchant at Vandyambadi, and though it mentions the kinds

and number of each kind of timber that he had sold. Yet owing to a mistake which he had committed it would not tally with Ex.P.4. It does not give the log numbers nor the No of way permits, and what is more he had given these correct informations in the Railway forwarding note, and there was no point in his trying to ~~without~~ that information by writing a wrong bill. I this point too I see no force against the 3rd accused.

25. The last point that was pressed with some ~~xxxxx~~ fo is that having no special selection contract, he should have taken this timber on those terms. That this accused and his son had no Government sanction for special selection at the time is clear as has been shown previously, and Ex.P.18 the Special selection bill book of the depot shows that there w no bill at all issued between 3-11-33 & 20-12-33 . and D.F.O. says that th at is a preliminary before release of logs on Special selection. That this accused, as one having dealings in the depot from such a long time knew the condition and procedure for obtaining timber by special selection sale may be presumed. In fact there is evidence on record to show that subsequent to the expiry of the special selection contract on 31-3-33, this accused had applied for and obtained timber by retail sale with the previous sanction of the authorities vide Ex.P.37 dated 20-7-33, P.16 dated 1-4-34.

26. That the sales ~~xx~~ of timber covered by Ex.P.4,b,c and P.3 is not retail sale is proved by the evidence of Pw.9 who says he has given ~~xx~~ such sanction. The three permits show that they were taken on selection sale. The 1st accused has not only ~~xxxx~~ noted on them as selection but in his statement too has made the statement. On the other hand A.2 himself has not stated a word under what kind of sale he took th.e. Indeed it is one of the embarrassing circumstance against him that he has stated nothing in it, no circumstance in this statement beyond stating he was not guilty. I argument it was sought to be made out that A.2 was ignorant of English and such was not true that A.1 had noted in the way permits that these were selection. But that could not be believed - There

There are also no materials to show at what rate the logs were sold for on the one hand we do not know the prescribed rates for selection or retail sales, and on the other the amount that was ~~xxxxxx~~ recovered. It appears to me that under the impression that as usual A.2 or his son would get the special selection contract for that year too the timber has been sold at selection rates. But would that by itself show dishonesty ? I see no dishonesty if a party buys timber at a particular rate - a concession rate in anticipation that that concession would be granted to him. At any rate that does not indicate that A.2 had the knowledge or belief that the timber was stolen property i.e. that A.1 would ~~xxx~~ not credit the amount paid for the logs to the Government.

29. The main point for the prosecution to prove the guilty knowledge on the part of the 2nd accused was to show that he took the timber without payment or for a grossly inadequate value. There is no evidence led to elucidate that aspect. I feel the case for the prosecution itself is uncertain whether A.2 paid the money for the logs or not. The only point urged in this respect is that the Forester was not authorised to receive money for timber. But though that may be the strict rule (and even that was not pointed out) Yet in practice it was become usual for the merchants to pay the money to the hands of the Forester and take the timber leaving it to him to credit to the Treasury. Even Pw.9 has admitted that ~~xxx~~ since this case, he has come to know that that practice was prevailing. In cases of such payment to the Forester's hand the party would get no voucher for the payment but the way permits and the delivery of the ~~xxxx~~ logs would also indicate payment. For it is admitted that the logs should be sold stamped after the money is received and the issue of way permit is the last act. It also stands to reason that A.1 would not leave the logs for nothing at all. In the present case two out of the three permits show in A.1's hand that full value has been received by his writing the word " full " against the column provided for it. In the other permit doubt that column is left blank

blank. But as several of the way permits filed by the accused show either by carelessness or in hurry it is usual to have that column blank even in cases of payment. The very issues of the way permit to the party and the delivery of logs presupposes payment. So the issue of the way permits and especially with the note full in two of them and the delivery of logs from the depot raises a strong presumption that money was paid for that timber and to that presumption this 2nd accused is entitled. He may have acted irregularly in making payments to A-1 but it would not render it criminal. For all these reasons my opinio is that the prosecution has not made out that A-2 acted dishonestly or had the knowledge or belief that the logs he ~~was~~ received were stolen property. At any rate there is some reasonable doub in the matter and giving the benefit of it to him, under Section 248 Cr. P.C. I acquit the 2nd accused Munisamy Mudaliyar of the offence under which he is charged.

30. It remains only to consider the punishment to be meted out to the 1st accused. The offence is a grave one both in point of ~~heinous~~ heinousness and in point of magnitude. But I take into account that this 1st accused has been convicted in two similar offences about the same depot in C.C. 60 and 65 of 34-35 and sentenced severely. The sentence that I am going to pass is tempered with consideration. I sentence the 1st accused to undergo rigorous imprisonment for 6 months, under section 409 I.P.C.

In open Court,

Sd/- G. Krishna Murthi,
Special First Class Magistrate,
Chikmagalur. 14-10-35.

In the Court of the Special First Class Magistrate, Chikmagalur Dated, Chikmagalur the 14th October, 1935.

C.C.No. 85/34-35.

The following witnesses were examined for the prosecution.

P.W.1. Mr.K. Rajalingar. 2. Dasthagir. 3. M. Somasundaram Mudaliar, 4. Kannappa Mudaliar. 5. P.B. Devaraj. 6. Venkataramiah, 7. Mr.M.S. Venkata Rao. 8. Madhi Hussain. 9. Mr.H.V. Rangaswamy Iyengar. 10. Arishnappa. 11. C.Subba Rao. 12. C. Ramiah. 13. H. Dasappa.

The following exhibits were produced for the prosecution.

Ex.P.1. Complaint dated 27-10-34 of D.F.O. Bhadravathi to the Police Inspector, Tarikere.

1(a). Entry showing as " Details for the stock of 1932-33 to be accounted for ".

1(b). Entry showing as " List of logs of 1933-34 to be accounted for".

1(c). Entry showing list of logs found in the Tarikere [illegible] Wood yard in which Tarikere Depot numbers could not be seen.

1(d). Entry showing " Value of logs to be accounted for in Tarikere Depot calculated on average auction sale rates.

2. Charge report dated 31-12-31 prepared by accused and handed over to C. Subba Rao on 31-12-31.

2(a). Charge list showing the Government timber stock of Tarikere Timber Depot handed over by C.Subba Rao to H. Seetharamiah (accused).

2(a)1. Is the hand writing of A.1.

3. Form 4 register showing the receipts of logs from July 1933 to June 1934.

3(a)1. Entry showing log No.1990 received from Narasimharajapura depot during the month of November 1933.

3(a)2. --- do --- log No. 1980 --- do ---

3(a)3. --- do --- log No. 1988 --- do ---

3(a)4. --- do --- log No. 1983 --- do ---

3(a)5. --- do --- log No. 1984 --- do ---

3(a)6. --- do --- log No. 1936 --- do ---

3(a)7. --- do --- log No. 1981 --- do ---

3(a)8. --- do --- log No. 1982 --- do ---

3(a)9. --- do --- log No. 1993 --- do ---

3(a)10. --- do --- log No. 1993 --- do ---

3(b)1. --- do --- log No. 2002 --- do ---

3(b)2. --- do --- log No. 2004 --- do ---

K.P.3(b)3. Entry shewing log No.2005 received from N.R.Pura Depot during the month of vember 1933.

3(b)4. -- do -- log No.1998 received from N.R.Pura Depot during the month of November 1933.

3(c)1. -- do -- log No. 2150 --- do ---

3(c)2. -- do -- log No. 2149 --- do ---

3(c)3. -- do -- log No. 2151 --- do ---

3(c)4. -- do -- log No. 2150 --- do ---

3(c)5. -- do -- log No. 2156 --- do ---

3(d)1 -- do -- log No. 2227 --- do ---

3(d)2. -- do -- log No. 2221 --- do ---

3(d)3. -- do -- log No. 2224 --- do ---

3(d)4. -- do -- log No. 2226 --- do ---

3(d)5. -- do -- log No. 2225 --- do ---

3(e)1. -- do -- log No. 2238 --- do ---

3(f)1. Entry shewing Log No.1530 received from Lakkavalli depot during the month of October 1933.

3(f)3. -- do -- log No. 1535 --- do ---

3(f)3. -- do -- log No.1536 -- do --

3(f)4. -- do -- log No.1538 -- do --

3(g)1. -- do -- log No.1600 -- do --

3(g)2. -- do -- log No.1601 -- do --

3(h)1. -- do -- log No. 1637 -- do --

3(h)2 -- do -- log No. 1639 -- do --

3(h)3. -- do -- log No. 1648 -- do --

3(h)4 -- do -- log No. 1650 -- do --

3(J)1 -- do -- log No. 1666 -- do --

3(K)1. -- do -- log No. 1677 -- do --

3(L)1. -- do -- log No. 1690 -- do --

3(M)1. -- do -- log No. 1830 -- do --

3(N)1. -- do -- log No. 1860 -- do -- during Nover,33

3(P)1. -- do -- log No. 2160 -- do --

3(Q)1. -- do -- log No.2032 -- do -- Hebbe Depot -- do--

3 (Q)2. -- do -- log No.2033 -- do --

3(R)1. -- do -- log No. 2038 -- do --

3(R)2. -- do -- log No. 2039 -- do --

3(R)3. -- do -- log No. 2043 -- do --

3(R)4. -- do -- log No.2051 -- do --

E.P.3( )5. Entry showing Log No.2055 received from Hebbe depot during the month of November 1933.

P.3(R)6 -- do -- log No.2057 -- do --

3(R)7. -- do -- log No.2060 -- do --

3(R)8. -- do -- log No.2061 -- do --

3(S)1. -- do -- log No. 2076 -- do --

3(t)1. Signature of accused.

3(u)1. Entry showing 3290 is the jungle number.

4. Way permit book of Narikere timber Depot from 12-9-33 to 1-2-34

4(a). Way permit No. 39 dated 16-12-33 issued to A.S.Siddiah by A.1

4(b) Way permit No.40 dated 23-11-33 issued to Radakrishna Modaliar by accused.

4(b)1. Endorsement dated 23-11-33 on the reverse of Ex.P.4(b).

4(b)2. Signature of Mahamad Dasthagir.

4(b)3. Entry showing as 'Selection on the top of way permit.

4(c). Way permit No. 43 dated 26-11-33 issued to Radhakrish na Modaliar by accused.

4(c)1. Signature of Mahamad Dastagir.

4(c)2. Figures written on the reverse of Ex.P.4c.is in accused's h andwriting.

4(c)3. Entry showing 'Selection' is in A.1's hand writing.

4(c)4. -- do --

4(d). Way permit No. 45 dated 29-11-33 issued to L.V.Bas a by A.

4(d)1. Signature of Mahamad Dastagir.

4(e). Way permit No.60 dated 18-12-33 issued to Perisami dar by accused.

4(f). Way permit No. nil dated 29-11-33 issued to L.V. Basappa by accused.

4(g). Way permit No. 46 dated 2-12-33 issued to D.Ramiah.

5. Way permit No.45 dated 29-11-33 issued to Radhakrishna Modaliar by accused.

5(a). Endorsement dated 29-11-33.

5(b) Signature of Mahamad Dasthagir in Hindustani.

5(c). Entry showing 2238 marked in pencil.

6. Bill No. 25 dated 29-11-33 of Munisami Modaliar for 26 logs.

6.a. Signature of Munisami Modaliar (A.2).

6.b. Tamil translation of P.6.

7. Letter dated 30-11-33 of A.M. Munisami Modaliar Narikere written to Krishna amy Modaliar and Soma Sundaram Modaliar of Chittoor.

Ex.P.8 Rough note book produced by Krishnappa.

8.a. Entry showing the release of 6 logs of timber by Radhakrishna Mudaliar on 28-11-33.

8(a)1. Signature of Dastagir Sab.

8(b). Entry showing the release of 26 logs of timber Radhakrishna Mudaliar on 29-11-33.

9. Passport book (Depot receipt book) of K.R.Pura Depot.

9a. Tarikere Depot receipt No.25 dated 8-11-33.

9(a)1. Jungle receipt No.4/33-34 dated 7-11-33.

9(b). Tarikere Depot receipt No.26 dated 10-11-33.

9(b)1. Jungle receipt No.5/33-34 dated 9-11-33.

9(c). Tarikere Depot receipt No. 26 dated 21-11-33.

9(c)1. Jungle receipt No.6/33-34 dated 21-11-33.

9(d). Tarikere Depot receipt No. 36 dated 26-11-33.

9(d)1. Jungle receipt No. 7/33-34 dated 25-11-33.

9(e). Tarikere Depot receipt No. 37 dated 27-11-33.

9(e)1. Jungle receipt No. 20/33-34 dated 26-11-33.

10. Passport book (Receipt book) of Lakkavalli Depot.

10(a). Tarikere Depot receipt No. 11 dated 19-10-33.

10(a)1. Jungle receipt No. 6 dated 18-10-33.

10(b). Tarikere Depot receipt No. 12 dated 19-10-33.

10(b)1. Jungle receipt No.7 dated 19-10-33.

10(c). Tarikere Depot receipt No. 14 dated 22-10-33.

10(c)1. Jungle receipt No. 8 dated 21-10-33.

10(d). Tarikere Depot receipt No.16 dated 23-10-33.

10(e). Tarikere Depot receipt No.13 dated 22-10-33.

10(e)1. Jungle receipt No. 9 dated 21-10-33.

10(f). Tarikere Depot receipt No. 15 and 16 dated 23-10-33.

10(f)1. Jungle receipt No. 10 dated 22-10-33.

10(g). Tarikere Depot receipt No. 20 dated 31-10-33.

10(g)1. Jungle receipt No. 3/13 dated 31-10-33.

10(g)2. Entry showing Log.No.846 received from Lakkavalli depot to Tarikere Depot.

10(h). Tarikere Depot receipt No.33 dated 22-11-33.

10(h)1. Jungle receipt No. 18 dated 6-11-33.

10.J. Tarikere Depot receipt No. 21 dated 2-11-33.

10(J)1. Jungle depot receipt No. 3/14 dated 1-11-33.

Ex.P.11. Passport book (Receipt book) of Hebbe Forest Depot.

11(a). Tarikere Depot receipt No.20 dated 20-12-33.

11(a)1. Jungle receipt No.3 dated 19-11-33.

12. Another pass port book (receipt book) of Hebbe Forest dpt.

12(a). Tarikere Depot receipt No.229 dated 10-5-33

12(a)1. Jungle receipt No.52 dated 10-5-33.

12(b). Tarikere Depot pass port No.27 dated 16-11-33.

12(b)1. Jungle receipt book 50 dated 16-11-33.

12(c). Tarikere Depot receipt No. 23 dated 18-11-33.

12(c)1. Jungle receipt No.60 dated 18-11-33.

13. Government Order 4881-2/Ft. 37-29-1 dated 3-12-31 sanctioning the recommendation of Chief Conservator of Forest re:- Munisami Modaliar.

14. Petition of Radhakrishna Modaliar dated 28-11-29 to the Collector Tarikere.

15. Endorsement dated 18-4-34 from the Chief Conservator of Forests to Radhakrishna Modaliar.

16. Letter dated 1-4-34 of A.2 to District Forest Officer Bhadravati.

17. Bill book of A.2 from(267 to 383) 2-5-30 to 2-10-34.

17a. Bill No. 381 dated 24-5-34 issued to Abdul Aziz.

17b. " 382 " 9-8-34 " do --

17c. " 383 " 2-10-34 -- do --

18. Bill book of Tarikere timber depot for special supply.

18a. Bill No. 45 dated 30-6-33

19. Cash book of Tarikere Timber Depot from January 1933.

19a. Entry showing Rs.934-5-0 received from Radhakrishna Modaliar on 30-6-33.

19b. Entry showing Rs. 200/- credited to Tarikere treasury on 28-7-33.

19c. Entry showing Rs. 65/- received by R.K. Modaliar on 31-7-33.

19d. Entry showing Rs. 200/- remitted to Tarikere treasury on 23-7-33.

19e. Entry showing Rs.65/-credited to Tarikere Treasury on 23-7-33.

20. Letter dated 5-10-33 of Kannappa Modaliar to A.2.

21. Post card dated 23-10-33 of Kannappa Modaliar To.A.# 1.

22. Post card dated 13-11-33 of Kannappa Modaliar to A.1.

23. Post card dated 21-11-33 of Kannan to A.1.

24. Post card dated 30-11-33 of Kannan to A.1.

Ex.P.25. Acknowledgment receipt dated 15-9-33 of Balarama Iyer

26. Notice dated 12-9-33 issued to A.2 by Balarama Iyer.

27. Letter dated 15-12-33 of Kutheeb Abuu Aziz Sab to A.2.
27a. Tamil translation of Ex.P.27.
28. Form No.5/10 register of disposal of logs from Tarikere I

29. Depot receipt book of Tarikere

29a. Receipt No. 229 dated 10-5-33.

30. Depot receipt book of Tarikere.

30a. Tarikere Depot receipt No. 11 dated 19-10-33.

30b. Tarikere Depot receipt No.12 dated 19-10-33.

30c. Tarikere Depot receipt No. 13 dated 22-10-33.

30d. Tarikere Depot receipt No. 14 dated 22-10-33.

30e. Tarikere Depot receipt No. 15 dated 23-10-33.

30f.	-- do --	16	--do --
30g.	-- do --	20-3	31-10-33.
30g(1).	-- do --	20-2	-- do --
30h.	-- do --	25	18-11-33.
30J.	-- do --	26	10-11-33.
30K.	-- do --	27	16-11-33.
30L.	-- do --	29	20-11-33.
30M.	-- do --	32	21-11-
30N.	-- do --	33	22-11-33
30P.	-- do --	36	26-11-33
30Q.	-- do --	37	27-11-33
30R.	-- do --	21-1	2-11-33.
30S.	-- do --	28	18-11-33.
30t.	-- do --	120	27-11-33.

30t(1). Entry showing 2200 teak log was transported to Tadasa.

31. Form No.5 of Tarikere Depot from 30-3-33.

32. Invoice No.1 dated 26-11-33

32a. Signature of Somasundaram Modaliar.

33. Invoice book of Tarikere Railway station from 28-10-33 to 9-12-33.

33a. Invoice No.1 dated 26-11-33 for the transport of logs.

33a(1). Forwarding note attached to invoice No.1 dated 26-11-33

33a(2). Signature of A.2.

33b. Invoice No.3 dated 29-11-33.

33b(1). Forwarding note attached to invoice No.3.

Ex.P.33b(2). Signature of A.2.

34. Form No.4 register of Tarikere Depot from March 33.

34a(1 Entry showing Log No.4070 received in Tarikere Depot.

34a(2). Entry showing Log.No.878 received in Tarikere Depot.

34b. Entry showing Log.Nos.1 to 913 received in Tarikere Depot

34c. Entry showing Log.913 teak 336/73.3 is written in pencil by

34d. Entry showing the list of logs Nos.3101 to 3208 received on 8-4-33.

35. Weekly statement of receipts and disposals and revenue outstanding in Tarikere Depot.

35a. Entry showing the weekly statements for 2-12-33 for 27 logs.

35b. Entry showing weekly statements for 2-12-33.

35c. -- do -- 7-12-33.

35d. -- do -- 29-7-33.

35e. -- do -- 8-8-33.

35f. -- do -- 2-11-33.

36. Weekly statement of receipts and disposals and revenue out standings in the Tarikere Depot for week ending 2-11-33.

37. -- do -- 9-12-33

38. Government order dated 9-11-32 showing the rates for the retail sale of timber.

39. Register of receipts in Tarikere Depot for the month of July34

39a. Signature of 1st accused H. Seetharamiah.

40. Register of disposals from the Tarikere Depot.

41. Register of receipts in the Tarikere timber depot.

42. Register of disposals in Tarikere Depot.

43. Register of receipts in Government timber depot for Septr34.

44. Register of disposals in the Government depot.

45. Form No.6/11 of Tarikere Timber depot from July 29 to July 34.

45a. Entry showing the receipts and issues and other produce in depots during the month of June 1934.

45b. Entry showing the balance of undisposed of logs in S.S

45c. Entry showing 1095 log remains in balance during June 1933.

45d. Entry showing Log.713 received during April 1933, is in A.1's handwriting.

46. Report of B.K. Dasappa dated 22-9-34 to D.F.O. Bhadravathi.

47. Report of B.K. Dasappa dated 22-9-34 to D.F.O. Bhadravathi.

48. Report of District Forest officer dated 24-9-34.

48a. Report of accused dated 24-9-34.

Ex.P.49 List of Government logs in stock.

49a. List of Government logs sold but not paid.

49b. List of Timber sold, paid for but not removed.

49c. List of Logs sold on tender sale lying unremoved for default of payment.

50. Rough book of Tarikere timber depot.

[illegible] entries from 807 to 1377.

51. List of logs prepared by D.F.O.

51a. List of logs prepared by D.F.O.

52. Challan for Rs. 928/-

53. Form No.4/0 for 1932 of Tarikere Depot.

54. Government order dated 13/19 June 0_

55. Government order regarding removal of timber.

56. Bill book for Special sale of Tarikere Timber depot.

56a. Bill No. 17/32-33 dated 30-4-33

56b. Bill No. 19 dated 17-9-31.

56c. Bill No. 1*/31-32 dated 13-1-32.

56d. Bill No. 13/31-32 dated 13-1-33.

57. Application of Radhakrishna Modaliar dated 20-7-33 to S.D.O. Lakkavalli Sub Division,

58. Letter of D.F.O. Bhadravathi dated 26-7-33 to S.D.O. Tarikere.

59. Application of Radhakrishna Modaliar dated 14-4-33 to Range Forest Officer, Hebbe.

60. Letter of Radhakrishna Modaliar to the D.F.O. on 20-9-34.

61. Letter of Mr. Radhakrishna Modaliar dated 6-5-32 to D.F.O.

62. Letter of Munisami Modaliar dated 28-10-27 to D.F.O.Bhadravati

63. Letter of D.F.O. Bhadravati dated 19-5-31 to S.D.O. Lakkavalli

64. Letter of D.F.O. Bhadravati dated 19-5-31 to S.D.O. Lakkavalli

65. Memo dated 19-5-31 of D.F.O. to all the S.D.O's and Rangers.

66. Letter of Radhakrishna Modaliar dated 13-2-30 to S.D.O.Lakkavalli.

67. Weekly statement dated 5-8-33.

68. Weekly statement dated 29-7-33.

69. Weekly statement dated 25-11-33.

70. Form No.* register of Tarikere Timber Depot for 1933-34.

70a. Entry showing the return for the month of November 1933.

70b. Entry showing the return for December 1933.

71. Copy of Form No.* showing the register of disposalsfrom Tarikere Depot for November 33.

Rough note book of Tarikere Timber Depot.

Entry showing Log. Nos.1 to 306 in the handwriting of A

A. Way permit book of Tarikere Timber Depot.

73a. Way permit No.9 dated 30-9-34.

74. Entry showing the Special supply sale of timber to Radha Krishna Modaliar and realisation of Rs.150-8-6.

75. Report of A.1 to D.F.O. ~~xxxx~~

76. Way permit No. 173

77. Way permit No. 172.

78. Way permit No. 171.

79. Order of Conservator

80. Official memorandum dated 12-2-32 of Chief Conservator of Forests.

81. Cash book of S.D.O. Tarikere.
81a. ~~xxx~~ Entry showing the transaction.
82. Entry ~~xxxx~~ in the Depot Cash book.

82.a. Entry in Depot cash book.

No articles were produced for the prosecution.

No witnesses were examined for the defence.

The following exhibits were produced for the defence.

Ex.D.1. Statement of Munisami Modaliar dated 1-12-30 bef Amildar, Tarikere Taluk.

2. Bill No. 1 showing the list of timber sold on 27

3. Bill No. 2 showing the list of timber sold on 27

4. Way permit No.10/31-32 dated 7-6-32.

5. --do-- 12/31-32 dated 15-6-32.

6. --do-- 11/31-32 dated 15-6-32.

7. -- do --32/ " dated 5-9-31.

8. --do-- nil 30-6-32.

9. --do-- 1 /31-32 dated 7-6-32

10. Receipt No. 26 dated 6-2-32 issued to R.K. Modl's
10a. Signature of S.D.O. Mr.B.T. Thimmarayappa.
11. Receipt No. 5 dated 17-9-31 issued to Radhakrish

12. Receipt No. 2 dated 9-8-31 issued to Radhakrish

13. Receipt No.4 dated 16-9-31 -- do --

14. Letter dated 23-4-28 from the Conservator of F shimoga to the Chief Conservator of Forests

15. Bill No. 10/31-32 dated 17-1-31 issued by

15a. Portion of endorsement dated 17-9-31 of

16. Bill No. 12/32-33 dated 30-4-32 (illegible)

L.D.17. Receipt No.3 dated 28-3333 issued by R.F.O. Hebbe to Radhakrishna Modaliar.

18. Receipt No. 2 dated 3-3-33 issued by R.F.O. Hebbe to M. Radhakrishna Modaliar.

19. Receipt No. 1 dated 23-1-33 issued to Radhakrishna Modaliar by R.F.O. Thadasa.

20. Numbers 1 to 4020 marked in Rough book in P.72 is in A.1's handwriting.

21. Numbers 4071 to 5130 marked till 28-6-31 is in the handwriting of 1st accused.

22. Cash book entry showing the timber purchased by Radhakrishna Modaliar for Rs. 243-3-0 on 11-5-33.

23. Cash book entry showing the timber purchased by Radhakrishna Modaliar for Rs. 700/- on 13-5-33.

24. Cash book entry showing the timber purchased by Radhakrishna-Modaliar for Rs. 300/- on 23-5-33.

25. Cash book entry showing the timber purchased by Radhakrishna Modaliar for Rs. 300/- on 31-5-33.

26. Signature in way permit dated 18-1-30.

27. Signature of T. Srinivasa Rao in Way permit dated 21-5-32.

28. Signature of K. Thimmiah in way permit dated 21-5-32.

29. Signature of K. Thimmiah in way permit dated 21-5-32.

30. Signature of K. Thimmiah in way permit dated 30-3-32.

31. Signature of K. Thimmiah in way permit dated 30-3-32.

32. Bill No. 8 dated 13-7-28 showing the timber sold to A.Radha-krishna Modaliar.

33. Bill 9 dated 17-7-28.

34. Government order re:- the selection sale of timber of A.2.

35. Bill No. 7/31-32 dated 31-8-31.

36. Bill No. 8/31-32 dated 1-9-31.

37. Cash book of Tarikere Depot.

37(a). Entry Showing the transaction on 1-9-31 and the receipt of Rs. 52-14-0.

37(b). Entry showing the transactions on 2-8-31 .

37(c). Entry showing the transaction on 19-8-31.

38. Entry showing Rs. 218/- balance remains in April 1934 in the account of Rajagopalachari's account.

38a. Entry showing Rs. 218/- balance.

38b. Entry showing Rs.3900/- balance.

38c. Entry showing Rs. 1700/- balance.

40. Form No. 7/12 register of Tarikere Depot.

X.D.40a. Entry showing Rs.900/-balance.

40b. Entry showing Rs. 8000/- balance.

40c. Entry showing Rs. 922-4-0 balance remained for January 32.

41. Bill No. 12 dated 26-4-34.

42. Way permit book of Tarikere timber depot.

42a. Way permit No. 177.

43. Bill No. 1 dated 7-8-31 showing the timber sold to Radhakrishna Modeliar.

44. Signature in Way permit No. 6 is in the hand writing of T. Srinivasa Rao T.H.C.

No articles were produced for the Defence.

2564 P 23

POLICE DEPARTMENT.

Tel. Address
"POLICE"

PHONE No. 298

OFFICE OF THE
INSPECTOR-GENERAL OF POLICE IN MYSORE,

When replying please quote No. C-2-243/34-35

Dated Bangalore, 22nd October 1935

DISPATCHED
24. OCT. 1935

MALUR SUBBA RAO, B.A., LL.B.,
ADVOCATE, SHIMOGA.

From

A. HAMILTON, Esq., C.I.E.,
Inspector-General of Police in Mysore,
Bangalore.

OFFICE OF THE
FIRST MEMBER OF COUNCIL
2 - NOV. 1935
No. 2837

To

V.Ramanathan,Esq., B.A.,
Offg.Chief Secretary to the
Government of His Highness the Maharaja of Mysor
Bangalore.

Sir,

Subject:- Misappropriation of Government timber from the Forest Depot, Tarikere.

In continuation of this office letter No.C-2-243/34 dated 7th June 35 on the above subject, I have the honour to enclose for the information of Governmen a copy of letter No.IC.151/34 dated 18-10-35 from the Dist.Superintendent of Police Kadur, intimating the result of the trial in CC.Nos.84 and 85/34-35 on the file of the Special I Magistrate,Chickmagalur, pending against accused Seetharamiah and contractor, Muniswami Mudaliar. The first accused, Forester Seetharamiah, was convicted in both the cases under Sec.409 I.P.C. and sentenced to six months R.I. in each case. Lenient sentences were awarded in these cases taking into consideration the punishment given in the other two cases. The 2nd accused Muniswamy Mudaliar was acquitted of the charge, having been given the benefit of doubt.

GENERAL BRANCH
1 NOV. 1935

I have the honour to be,

Sir,

Your most obedient servant,

Inspector General of Police.

NK.

Letter No.IC.151/34-35 dated 18th October 35 from the Dist.Supt.of Kadur Dist.,to the Inspector General of Police in Mysore,Bangalore.

I have the honour to state that the Special First Class Magistrate, Chickmagalur, pronounced judgments in the marginally noted cases on the 14th October 1935.

CC.No.84 and 85 of 34-35 Govt. Vs. 1. H.Sitharamiah 2. A.M.Muniswami Mudaliar, Sec.409 and.411 I.P.C. Tarikere Kasaba Range, Cr.No.28/34-35	In both the cases 1st accused Ex Forester H.Sitharamaiah, was convicted under section 409 I.P.C. and sentenced to 6 months R.I.in each case. Lenient sentences were passed in

these cases as he had been sentenced severely in the two previous cases - (i.e. .No. 56 and 65 of 34-35 to a total period of 3½ years R.I.and fine of Rs.1500/- in default to additional R.I. for another year'

2nd accused timber merchant A.M.Muniswami Mudaliar was acquitted in both the cases. In the 1st case it is observed that " The prosecution has not proved anything against the 2nd accused, beyond the fact that he took delivery of logs from the Forester and that a little in anticipation of Government sanction granting him selection contract which after all is a mere irregularity. They have not proved that he did not pay for these logs In the 2nd case it is observed that "The prosecution has not made out that A2 acted dishonestly or had the knowledge or belief that the logs he receiv were stolen property. At any rate there is some reasonable doubt in the matter of giving him benefit of it, he is acquitted.

In both the two cases the 2nd accused had the advantage, as he had been armed with the way permits issued by the 1st accused for the release of respective logs which fact raised the usual presumption in his favour that it was against cash payment. Whilst such a presumption was urged on behalf of several merchants concerned in the two previous decided cases (i.e. C.C.No.56 and 65 of 34-35) differenciation was made in the present two cases for the following special reasons.

1. The friendship between these 2 accused.
2. The taking of timber by A2 on selection sales at the time when he had been granted such right.
3. Mentioning wrong permits by A2 in the invoices coupled with the fact of giving prendo numbers to the logs.

4. Regular bills not forthcoming in A2's bill book for the sales of these logs.

5. Omission by A2 in conforming himself with the usual practice for obtaining the timber under such circumstances

The court has opined that none of these singly or taken together though they may serve to raise some suspicion is sufficient to establish the offence against A2.

The defence set up by the accused in CC. No.84 of 34-35 that the amount Rs.138-4-0 was paid to the Forest Sub Division Officer who directed the release of the two logs has been held to be not true and likewise defence set up in CC.No.85 of 34-35 that the D.F.O.Mr.H.V.Rangaswamy Iyengar was aware of the release of logs in favour of A2 and asked A1 not to report the release of logs in the books and returns of the depot, has been rejected as not acceptable. P.W.10 Forest Guard Krishnappa who strove to support this plea of the accused has been rightly declared as not a truthful witness and the Court has termed him as a shifty witness. His belated version in the course of his further cross examination has been rejected as halting

It may also be mentioned here that in course of the judgments in the two cases the Court has made some remarks against officers of the Forest - Departments in having allowed A2 who was defaulter to transact business in the depot on behalf of his son Ramakrishnan Mudaliar who was only put forward for name lending) in circumvention of the Government order, in not having checked the proper maintainance of the several registers and return and in having neglected the taking of stock of timber in the depot.

Copies of judgments in the two cases will also be submitted for perusal.

"COPY"

For Inspector General of Police

Government Advocate's note dated 24th June 1936.

The records are not complete and the papers relating to Criminal cases Nos.84 and 85 of 1934-35 relate to embezzlement of some logs of timber with which we are now concerned. Criminal cases Nos.56 and 65 of 1934-35 relate to the embezzlement of moneys received by the accused Seetharamiah, from the persons who purchased timber in the auction held by the Department Criminal case No.56 seems to relate to the amounts paid to Seetharamiah by the foreign merchants whose cases are for consideration now. Whether the amounts paid by these merchants to Seetharamiah are valid payments and whether the Government are bound by such payments are the main questions now for consideration.

The Sale notifications are filed as Exhibits in Criminal Cases Nos. 56 and 65 of 1934-35. They are marked Exhibits P-8 P-9, P-10 in one case. Copies of these documents and the other vouchers pertaining to the transactions connected with the merchants against whom suits are sought to be filed are necessary as the case may hinge mainly on the conditions in the sale notification. They are unfortunately not sent with the records.

Mr.H.V. Rangaswamy Iyengar, PW.3 and Mr. Thimmarayappa PW.2 in Criminal Case No.56 have both stated that if private parties purchase timber from the Depot they should deposit the price in the Treasury, the Challan for this would be written and given by the District Forest Officer or with his authority by the Forester, that the Sub Division Officer could also issue it and that the parties must take it, credit the amount in the Treasury and show the receipt to the Forester.

Mr. Rangaswamy Iyengar further says that Foresters in charge of the Depot should not receive the money directly from the parties but should always issue challans and get it credited to the Treasury and that the conditions for paying the balance of sale are found in P-13 and P-14. It may be ascertained whether there are any rules on the subject. An examination of the sale Notification etc., referred to above seems to be

necessary. These documents may therefore be kindly obtained and the files sent to me. An Officer acquainted well with the facts of the came may also be kindly requested to meet me.

"C O P Y."

General Secretary to Government.

ACH.2.

GOVERNMENT OF HIS HIGHNESS THE MAHARAJA OF MYSORE

General and Revenue Secretariat

Dated, Bangalore, 2nd December 1935

No. P 3609 / 325

From Law 14-35

The *General Secretary to the Government of His Highness the Maharaja of Mysore.*

To

The Public Prosecutor, Shimoga Division.

Sir,

With reference to your letter No. 186 dated the 9th November 1935 re the preparation of draft plaints matter of filing suits against timber purchasers from Tarikere Timber Depot, I am directed to state that necessary instructions have been issued to the Chief Conservator of Forests to furnish you with the required information. I am however to suggest that the records available in the Court may be examined and required notes taken for drafting the plaint instead of asking the department to supply you with copies of all the records. The submission of the draft plaints may kindly be expedited.

I have the honor to be,
Sir,
Your most obedient servant,

J.R.G.2

for General Secretary to Government.

Appendix F G—1]

SUBJECT.....

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Section Law

File No. 14-35

Serial No. —

Diary No. of letter replied to.....

No. P 3609

To

The P.C. Shimoga

General and Revenue Secretariat

( )

the *193*

Sir,

Date of issue 3/12/35

With reference to your letter no. 183 d 9.11.35 re: the preparation of draft plaints in the matter of filing suits against Timber purchasers from Forest Timber Depts I am directed to state that necessary instructions have been issued to the C.C.F. to furnish you with the required information. I am however to suggest that the records available in the Conservancy may be examined and required notes taken for drafting the plaints instead of asking the department to

Signed by B T N.R.J.R

Copied by .....

Examined by.....

to supply you with Copies of all the records

the Submission of the

draft plans may kindly be

expedited.

I have the

honour to be Sir

Your obedient servant

ISD
30/4

3819

P —GPB—

19 Law 14-35-3

From The Public Prosecutor
Shimoga division
Shimoga.

To The General Secretary to the
Government of Mysore.

Dated 22-12-35 Bangalore

Despatched 23-12-35

Received

GENERAL SECRETARIAT 26 DEC. 1935

General No.

No. 264

Enclosure No. Draft ~~Sint~~ plaints

Sir,

With reference to your letter No. P 862 / Law 14-35-2 dated 6th Aug. 1935 forwarding to me a copy of your letter dated 3-8-35 addressed to the Chief Conservator of Forests in Mysore with Regard to the Submission of draft plaints in the ~~plaints~~ intended to be filed against the purchasers of Timber from the Tarikere depot, I have the honour to forward herewith the Six draft plaints prepared by me and to state that two

two more draft plaints against T. C. Basoppa and A. S. Siddaiah merchants of Tarikere which have been prepared by me have been forwarded to the Conservator of Forests, Shimoga to have them typewritten and to submit the same direct to the Government so that the plaints as against all the local and outside merchants who are indebted to the Government according to the Forest Department accounts have been drafted and forwarded from my office there is one another merchant by name L. V. Basoppa of Tarikere who appears as a defaulter, But ~~if~~ by a Scrutiny of his accounts and also the timber purchased by him and not removed from the Depot I find he is not a defaulter but a creditor of the Government to an Extent of Rs 132-5-0. The receipt of the enclosed draft plaint may kindly be acknowledged.

I have the honour to be

Sir

Your most obedt Servant

B Krishna Rao

Public Prosecutor

Shimoga division

22-12-193

—GPB—

19

From

The Public Prosecutor
Shimoga Division
Shimoga.

To

The General Secretary to the
Government of Mysore
Bangalore

Dated 4-1-36

Despatched 5-1-36

Received

General No.

No. 272.

Enclosure No. Two draft plaints.

GENERAL SECRETARIAT
6 JAN 1936
Rec'd

Sir,

Subject:- Draft Plaints in the matter of Suits intended to be filed against purchasers of Timber from Talikere depot.

In Continuation of my letter No. 264 dated 22-12-35 forwarding 6 draft plaints prepared by me, I have the honour to submit herewith two draft plaints in the matter of Recovery of dues from Messrs A. S. Siddaiah and T. C. Basappa of

of Tarikere and to request you to kindly acknowledge the receipt of the same

I have the honour to be

Sir,

Your most obedient servant

B. Krishna Rao

public prosecutor

Shimoga division.

4-1-1936

GOVERNMENT OF HIS HIGHNESS THE MAHARAJA OF MYSORE

General and Revenue Secretariat

No. P 4401 Law 14 - 35-2

Dated, Bangalore, 7th January 193 6

Six moreenels sent on 9-1-36.

From

The *General Secretary to the Government of His Highness the Maharaja of Mysore.*

To

The Public Prosecutor,
Shimoga.

Sir,

In returning herewith the draft plaints in the proposed suits against the timber purchasers from Tarikere Timber Depot, sent with your letters No.264 dated 23rd December 1935 and No.272 dated 5th January 1936, I am directed to invite reference to this office memo No.P. 862 Law.14-35-2 dated 6th August 1935, and to request you to submit the same through the Chief Conservator of Forests as required by the rules for the conduct of the legal affairs of Government.

I have the honour to be,
Sir,
Your most obedient servant,

Sd. M.Venkatesa Iyengar.
General Secretary to Government.

p.t.o.

mk.3

Memo No. P4402 Dated, Bangalore. the 7th January 193 8

Copy of the foregoing is forwarded with compliments to the Chief Conservator of Forests in Mysore for information.

By order,

For General Secretary to Government

TSD

Appendix F G—1]

SUBJECT.....

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Dft to be
Subs with Jr letter
for sgd

Diary No. of letter replied to.....

General and Revenue Secretariat

( )

the *193*

Date of issue 8/1/36

Signed by Mr C.S. Syd

List of enclosures.....

Copied by 7/1/36

Examined by.....

Section Law

File No. 14-35

Serial No.

No. P 4401 Secret

To

The Pol. Srinagar

Sir,

~~Local reference~~

Your ~~letter~~

In returning herewith the draft plaints in the proposed suits against the timber purchasers from Tankse timber depot, sent with your letter no. 164 dated 23.12.35 and no. 92 dated 5.1.36, I am directed to invite reference to this office memo no. 6. Pol. Law dated 6.8.35 and to request you to submit the same through the C.C.J. as required by the rules for Conduct of legal affairs of Govt.

I have the

WD 03601—GPB—30,000—23-9-35

P 4402 — P 8/1/36

Copy to the C.C.J. for information

to Jr Secy

4384 P 835

MYSORE FOREST DEPARTMENT.

No. E.177-407-34.
Enc. Eleven

OFFICE OF THE CHIEF CONSERVATOR OF FORESTS
IN MYSORE.

CONFIDENTIAL & IMMEDIATE

Bangalore, dated...13th/15th January.....1936.

FROM

M. MACHAYA, ESQ., B.A. (OXON.),
Chief Conservator of Forests in Mysore,
Bangalore.

M.VENKATESA IYENGAR, Esq., M.A.,
General *Secretary to the Government*
of H. H. the Maharaja of Mysore,
Bangalore.

Sir,

As called for in your letter No.. P.861/Law 14-35-2 dated 3rd/6th August 1935 and with reference to the correspondence ending with my letter No. E177-407-34 dated 25th November 1935, and your memo No. P.4402 dated 7th/8th January 1936, I have the honour to forward herewith for the orders of Government eight draft plaints drawn up by the Public Prosecutor, Shimoga, in connection with the suits proposed to be filed for recovery of value of timber involved in the Tarikere Timber Depot defalcation case and received by me with letter No. I.35-365-34 dated 8th January 1936 from the Conservator of Forests, Shimoga Circle, copies of which and its other two enclosures are also forwarded, herewith.

Though the Public Prosecutor should have, as per your letter of 3rd/6th August 1935 adverted to above, furnished his opinion as regards the advisability of filing the proposed suits and other relevant matters bearing on the subject which have been referred to in the Conservator's letter No.I.35-365-34 dated 5th July 1935 addressed to him (copies of this paper and the Conservator's letter of even number dated 22nd July 1935 with which it was received in this office have been forwarded to you with this office letter No. E.177-407-34 dated 25th July 1935), in the absence of any reference thereto in the Conservator's present letter, I am to presume that he (the Public Prosecutor) has not offered any opinion in this connection; and the Conservator has therefore been requested to obtain and furnish to me early the considered opinion of the Public Prosecutor on all the above matters as also on the fresh points raised by the Conservator in his present letter which on receipt in this office will be forwarded to you.

In the plaints proposed to be filed against the three local merchants viz. Messrs. A.S.Siddiah, T.C.Basappa and Byrappa, the value of their sold timber has been deducted from their respective gross dues and for recovery of only the net amounts (plus interest) they are proposed to be sued. Whether such timber represents paid for timber or not, and in the latter event why their liability to pay its value should not be enforced under the sale rules (permitting them in return to remove it after payment of such value), are not stated by the Conservator. Why similar action should not be taken against Mr. L.V.Basappa from whom, it is stated no thing will be due if the value of his timber in the Depot is to be adjusted towards his dues, is not also clear. The Conservator has in the circumstances been requested to submit a further report on these points as also in regard to the result of the action taken in pursuance of para 4 of his present letter.

The District Forest Officer, Bhadravati Division has expressed the opinion that for reasons detailed in his letter No. 986 dated 6th December 1935 (copy of which is forwarded herewith), it would not be in the interests of the Department to launch civil suits against the foreign merchants and that the amounts involved may therefore be ordered to be written off, considering that they bear only a small percentage to the timber revenue earned by the Tarikere Depot during the years 1933-34. Though the Conservator has stated that there seems to be much force in what the District Forest Officer has stated, he has not offered his own ~~considered~~ view of the matter. ~~I have~~ I have requested for an expression of his considered opinion of the matter and the same will on receipt by me, be forwarded to Government together with my own views thereon.

I have the honour to be,

Sir,

Your most obedient servant,

M. Meeham,

Chief Conservator of Forests.

MYSORE FOREST DEPARTMENT

IN REPLY, REFER TO
No. .....
ENCLO. .....

TEL. ADDRESS
"CHIEFCON."

OFFICE OF THE CHIEF CONSERVATOR OF FORESTS
IN MYSORE,

Bangalore, dated.....193

Copy of letter No. I.35-365-34 dated 8th January 1936 from the Conservator of Forests, Shimoga Circle, to the Chief Conservator of Forests.

--

Re: Suits proposed to be filed against certain Timber merchants.

--

In continuation of the correspondence ending with my letter of even number dated the 2nd ultimo on the subject referred to above, I have the honour to forward herewith the marginally noted eight draft plaints prepared by the Public Prosecutor, Shimoga, and to state as follows:-

1.	Government	Vs	Muthukumaraswamy Modaliar;
2.	do	"	Krishnaswami Modaliar;
3.	do	"	Thiruvengadam Pillay;
4.	do	"	Raju Pillay and Manikam Pillay;
5.	do	"	Devaraja Modaliar; Dharmalinga Chettiar & Co;
6.	do	"	Byrappa;
7.	do	"	A.S.Siddiah;
8.	do	"	T.C.Basappa.

1. In preparing the draft plaints the Public Prosecutor has not taken into account the sum of Rs.1,925/- which Forester H.Seetharamaiah credited to the Tarikere Taluk Treasury just before his arrest. The amount is now under Forest Deposit and it has to be settled to what account it should be adjusted. In my letter No. I.35-365-34 dated the 5th July 1935, I had suggested that the legal aspect of crediting this amount towards the value of missing Government timber has to be considered.

2. Whether civil suits alone would be necessary even in the case of the three local merchants, viz., Messrs. Byrappa, A.S.Siddiah and T.C.Basappa or action could be taken to recover their dues as arrears of land revenue under Section 79 of the Mysore Forest Regulation is another point on which the Public Prosecutor has not furnished any opinion. He had just referred to this aspect of the case at an earlier stage when his opinion had been called for by the District Magistrate, Kadur, in the matter of laying claim to the timber of the merchants which had been seized by the Police. A copy of his letter No. 336 dated the 14th April 1935 addressed to the District Magistrate is enclosed for information.

MYSORE FO ST DEPARTMENT

3. In the draft plaints it is proposed to file the civil suits in the Court of either the Munsiff, Narasimharajapura or the Sub Judge, Shimoga, according to the amount involved. The fact that some of them are foreign merchants and that the decrees of our courts cannot be executed against them unless fresh decrees are taken in foreign courts alone is another important point to be considered in this connection as it involves the question of cost.

4 As regards Mr. L.V.Basappa of Tarikere, the Public Prosecutor has stated that on the basis of the Departmental accounts and the value of timber purchased by him and now lying in the Depot, he is not a defaulter but creditor of Government to a small extent. No draft plaint has, therefore, been furnished in respect of the balance outstanding against him in the Demand Collection and Balance account of the Bhadravati Division. A detailed report has been called for from the District Forest Officer in this connection.

5. From the nature of the evidence on record in the prosecution launched against the Forester and the comments of the Magistrate thereon, the civil suits, if filed, will perhaps be well contested by the affected merchants and may drag on for years. I fear that the legal action against a number of merchants particularly foreign may affect our timber sales for a long time to come. I am enclosing herein a copy of Mr. M.G.Venkata Rao's Confidential letter No. 986 dated the 6th ultimo furnishing his views on the prospects of the proposed civil suits and their effect on the future revenues. There seems to be much force in what he has stated. As proposed by me and agreed to by you in your letter No. E.177-407-34 dated the 23rd December 1935, the merchants affected by the cases of defalcation committed by the Forester have not been treated as defaulters in the current year's sales pending final orders about the question of filing civil suits.

Letter No. 336 dated 14th April 1935 from the Public Prosecutor, Shimoga Division to the District Magistrate, Kadur District.

With reference to your letter No.J.1196/34-35 dated 28th February 1935 and subsequent reminders thereon regarding the position of the timber seized in Tarikere Defalcation case, whether the same should be confiscated to the Government, I have the honour to invite your kind reference to my previous letter No.234 dated 19th January 1935 and to add that in C.C. No. 56/34-35 the Depot Forester H.Seetharamiah has been charged by the Magistrate with having committed Criminal Breach of trust, between the 5th April 1934 and 18th June 1934 with respect to the total sum of Rs.10,582-1-0 entrusted to him as public servant, viz., as the Government Forester in charge of the Tarikere Timber Depot by

IN REPLY, REFER TO
No.....
ENCLO.....

OFFICE OF THE CHIEF CONSERVATOR OF FORESTS
IN MYSORE,

Bangalore, dated.....193

TEL. ADDRESS
"CHIEFCON."

by the several foreign merchants, excepting Byrappa, specified in the charge (copy enclosed for reference and the charge framed against him is under Section 409 I.P.C

2. The several timber purchasers have been cited as witnesses on behalf of prosecution and examined therefor and the stand taken by the Government in this case, is that the Forester received the purchase money of the sold timber from and on behalf of the several purchasers and misappropriated the specified amounts being the value of timber purchased, so that, the subject matter of misappropriation or embezzlement is money and not the timber removed as opposed to the original complaint laid by the Forester before the Police which was to the effect that large quantity of timber valued Rs.10,600/- was missing from the Depot and that the said timber has been misappropriated by the Depot Forester by secret and unauthorised disposal between 3rd February 1934 and 12th June 1934 without receipt of its purchase money. Mr. Rangaswamiengar has amplified it in his evidence as follows:-

" The next morning I began to check the stock in the Depot with reference to the list which the accused and P.W.1 had prepared i.e., Exhibit P.3 I found that excepting 3 lots relating to Byrappa, there was no timber in the Depot relating to the other five persons stated in Exhibit P. 5".

3. The Police obtained a statement of account from the Forest Officer showing particulars of dues, collection, balance and etc., of each of six timber merchants referred in the complaint and proceeded on investigation. They enquired the various merchants, got produced from them their account books showing payments by them of purchase money seized the available timber in the foreign places and placed the charge sheet after full investigation charging the accused with having misappropriated the several items of purchase money on the basis that the several payments were true and genuine. The complainant's version of theft or misappropriation of the sold timber has been deliberately given up. It was quite within the province of the Police to have charged the Depot Forester Seetharamiah with theft or misappropriation of the timber itself as the alleged payment of purchase money was not legal and opposed to the sale notifications and also to have charged the several merchants as abettors of the said offence in active collusion with the

Depot Forester in order to cheat the Government of its Forest Revenue. If such a course had been adopted, it would have been legal to treat the seized timber as property stolen or misappropriated and to take steps for getting it confiscated. But that course has been deliberately abandoned and the Depot Forester is alone being prosecuted for misappropriation of the purchase money entrusted to him treating the consignees as bonafide merchants who have paid their purchase money. Thus, the present attitude taken by the Governme.. a launching the present prosecution is opposed to the version of treating the seized timber as movables stolen or misappropriated. It is not therefore legal nor equitable for the Government to assume a position inconsistent with its present attitude and seek to confiscate the timber, the seizure of which is not at all justifiable. as possession has been transferred with consent and property has also passed.

4. There is another aspect of the matter which supports the same view. The present prosecution must end either in conviction or in acquittal. The conviction of the accused confirms the prosecution theory that purchase money has been paid by the purchasers and that the same has been wrongfully misappropriated by the accused. In this event, if the Government were to confiscate the seized timber, it would subject the merchants to double loss, viz., the loss of purchase money and the deprivation of the timber which has been paid for. Such a course is plainly inequitable.

5. But, if the present case should end in acquittal, it would only be either for that the payment of purchase money by the merchants is not true or for the fact that payment though true, it is not legal entrustment. Since the payment of purchase money by the merchants is opposed to the sale notification, the Forest Department can treat the payment as invalid and illegal and proceed to recover the balance of purchase money under Sections 70 and 80 of the Mysore Forest Regulation which empower the Department to recover the same as an arrear of land revenue to treat it as a first charge on the Forest Produce, viz., the seized timber, take possession of the same and retain it until the amount has been paid and to sell it in discharge of its dues. But, the provisions of the Forest Regulation are in force in Mysore only and as the seized timber is now beyond Mysore, it is very doubtful whether the Mysore Forest Department Officers can exercise the powers granted to them by the Forest Regulation in places outside Mysore, unless the Revenue officers in the foreign localities can reciprocate their powers in favour of

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of the Mysore Officers under the local rules in force.

6. Since the present prosecution version altogether negatives the right of confiscation and as no charge under any forest offence is laid before the Magistrate, the right of confiscation seems to me to be altogether unavailable. I have arrived at this conclusion after careful study of the entire records connected with this case and the bestowal of my full and earnest consideration over the matter and feel regret that I cannot change the view formerly expressed by me. But as the matter is complicated, it may be referred to the Government Advocate and his views also ascertained.

I herewith return papers received from your office and express my inability to reply earlier owing to the heavy and continuous Sessions work I had during the past two months.

Confidential letter No.986 dated the 6th December 1935 from the District Forest Officer, Bhadravati Division, to the Conservator of Forests, Shimoga.

I have the honour to state that since case Nos. 56 and 65 pertaining to irregularities in Tarikere Depot have been decided in the First Class Magistrate's court at Chikmagalur, it is contemplated now to launch, if possible, civil suits against merchants from whom moneys are said to be still due and for which the case records are now being examined. In this connection I beg to bring the following points for your kind consideration:-

The civil case has to be based upon an infringment of the auction sale rules as notified in the Gazette, for the sales in question. The clause under which the suits can be filed is No. 7 of the notification which states "The full value of all timber purchased shall be paid for within 30 days after the date of sale or within 15 days after the date of notice of confirmation of the sale, whichever is later. In case of purchasers of above, Rs.1000/- in value, the purchaser shall

shall be permitted to pay up the balance in instalments of not less than Rs.1000/- in value, the purchaser shall be permitted to pay up the balance in instalments of not less than Rs.1000/- provided the full value is paid not later than the 15th May. The money shall be paid into such treasury as the District Forest Officer may direct within the time specified" From a strict interpretation of this clause it is obvious that it is only on the sale date that the District Forest Officer is authorised to receive in cash, the deposits and one tenth sale amounts and that he is not authorised to receive any subsequent payment which should always be remitted to the treasury. From the case records it can be seen that the distfict Forest Officer, Sub Division Officer and the Depot Forester have all been receiving subsequent payments and remitting it to treasuries. Of course a Forester may not be authorised to collect revenue, but it refers to only Departmental circular orders, which purchasers in the auction sale are not expected to know. In case both District Forest Officer and Sub Division Officer were not receiving any moneys but only the Depot Forester, the purchasers may be held liable for unauthorised payment. But in the present cases, as all three were receiving payments, the purchasers cannot be expected to differentiate between them in the absence of a definite provision in the sale rules that moneys should not be paid to the Depot Forester. The Magistrate in para 10 of the judgment in case no.56 observes "The merchants had no occasion or reason to give money to the entity of Satyamiah but they gave it because, he was the Forester in charge of the Depot and was authorised to release the logs"

As the higher officers of the Department such as District Forest Officer and Sub Division Officer have been in the habit of receiving auction sale moneys though not provided for in the sale conditions their action has tended to legalise the practice of purchasers of remitting money through channels other than direct into Government treasuries, and it is a point for consideration if the purchasers are to be held responsible for its consequences.

The next most important point to be considered is. did the purchasers obtain a receipt from the Depot Forester, for moneys paid to him? Many of the merchants especially the foreign merchants, cannot be expected to know the correct form of receipt to be used. The correct receipt from the Depot Forester would be Form No.13 of the Depot, which in Tarikere is not being used at all. The receipts that merchants got from Depot Forester was the way permit of the Depot. The merchants had

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had reason to be satisfied with this receipt as it not only acknowledged the amount paid by the merchants but also gave details of the timber paid for and authorised its removal.

Considering that, in most of the cases way permits are issued especially in the case of foreign merchants, who had to produce way permits to Railway Authorities for booking their timber, I am afraid that there is no proper case for filing suits in Civil Courts.

Case No. 65 deals with local merchants residing in Tarikere. The details of the moneys due by these merchants are noted below after deducting the value of their timber in the Depot and the deposits paid by them at the time of sale.

Name of purchaser	Total amount due	Value of timber in the Depot	Deposit of the merchant	Balance to be recovered
A.S.Siddiah	1,333- 0- 0	743- 1- 0	400- 0- 0	189-15- 0
T.C.Basappa	3,488-12- 3	1,483- 1- 6	600- 0- 0	1,405-10- 9
L.V.Basappa	754- 7- 6	686-12- 6	200- 0- 0	--
			Total...Rs.	1,595- 0- 9

Proceedings to recover the amounts due as an arrear of revenue demand can started against them, if deemed necessary, and there appears to be no need to tak the cases to a Civil Court.

Case No. 56 deals with foreign merchants and all of them except Byrappa, live and trade in Madras presidency. The following amounts are due from foreig merchants and there is no timber in the Tarikere Depot against these amounts except in the case of Byrappa.

Name of the purchaser	Total amount due	Value of timber in Depot.	Deposit of the merchant	Balance to be recovered
1. Byrappa	3,902- 0- 6	1,158-13- 0	200/-	2,543- 3- 6
2. Muthukumaraswamy	1,391-10- 0	..	200/-	1,191-10- 0
3. Muniratnam Modaliar	845- 5- 0	..	200/-	645- 5- 0
4. Krishnaswamy Mor	2,371-13- 0	..	200/-	2,171-13- 0
5. Tiruvengadam	1,228-12- 0	..	200/-	1,028-12- 0
6. Chidambaram	2,069- 6- 0	..	200/-	1,869- 6- 0
			Total	9,450- 1- 6

From the above it can be seen that a sum of Rs.9 450-1-6 is outstanding against these merchants. The merchants have proved before the I Class Magistrate that they have paid these amounts to the Depot Forester before removing their timber and the Magistrate also admits this fact and observes in para 41 of his judgment "The very suggestion that without payment, the logs should be allowed to be removed from the Depot and that too, to persons, who are strangers to the accused, and to the place and who live so far away in British India is staggering". If attempts are to be made to recover these amounts, civil cases will have to be launched against them in foreign courts and foreign lawyers engaged to conduct cases. The Government will have to incur heavy expenditure without any certainty of winning the suits.

In addition the most important and serious aspect of the effect of these civil suits, on the Depot sales in the State and particularly in Tarikere Depot will have to be considered. Civil suits may drag on for months or even years and defects and short comings of the Department are advertised for long periods in foreign courts, to the detriment of the timber sales in the State and it may entail the loss of custom of several existing and prospective foreign purchasers.

This deleterious effect has already been prominently felt in Tarikere Depot. After the judgments in the first two cases were pronounced, a rumour started that civil suits would be filed against the merchants, and there was a conspicuous fall in the attendance at auction sales of merchants from Vellore, Chittoor, Vaniyambadi, Madras and other places; Among our timbers, teak has a fairly good local market, and Mysore State merchants, mostly deal in Teak and rarely purchase other kinds in any appreciable quantity.

Fireign merchants in addition to purchasing teak, go in also for Honne and other junglewoods in large quantities. For example though Honne is one of our valuable woods there is scarcely any demand for it in Mysore, and if merchants from Arcot, Chittoor and Vellore do not turn up, as happened in the previous sale in October 1935, it is difficult to sell this wood, and we have also to cease extracting the other junglewoods, which at present is under-exploited, with considerable arrears left unextracted in old coupes.

We have on our list about 16 foreign merchants from Madras who purchase timber in Tarikere Depot, but during the last sale in October 1935 only a couple of them turned up at the Tarikere Depot. They started that their colleagues were afraid to purchase timber in Mysore and were turning their attention to Malabar and Calicut timber. During the past two years these merchants from Madras Presidency have purchased Tarikere

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Depot alone timber worth Rs.35,000/- and they might have also purchased considerable quantities of timber in other Depots in Mysore State and now there is the danger of our losing their custom altogether.

The merchants against whom civil suits have to be launched, belong to respectable firms doing an extensive trade in timber. They have maintained accurate accounts and they have also proved before the I Class Magistrate that they paid to the Depot Forester and obtained way permits for the timber purchased by them and it is a point for consideration if they are to be made liable to pay the amounts a second time for Departmental defects in the procedure of recovering revenues. These merchants have at present ceased purchasing any timber in Mysore State. The Forest Department is quasi commercial and to maintain a high standard of commercial relationship with its clients, payments proved to have been made in the usual course of business as in vogue in previous years, cannot be refused and a second payment demanded without losing its prestige with the outside purchasing public.

In the interest of the Department and its future revenues it is very essential that we should not lose our existing customers, risk any damage to our prestige in foreign markets, but try to increase our customers and export trade in all possible ways. I therefore beg to suggest that it is not in the interests of the Department to launch any civil suits against the foreign merchants, but on the other hand the amounts outstanding may kindly be written off and an assurance conveyed to the merchants that no coercive action will be taken against them, so as to restore their trust and confidence in the Mysore Forest Department.

The irregularities pertain to the years 1933 and 1934 and the revenue from the Depot in those two years amounts to Rs.1,83,464/-. The amount pertaining to foreign merchants now proposed to be written off is only Rs.9,450-1-6 which works out only to 5 per cent of the revenue.

Chief Conservator of Forests.

IN THE COURT OF THE MUNISIFF, NARASIMHARAJAPURA.

O.S. /35-36.

Plantiff.		Defendent.
Government of Mysore by the District Forest Officer, Bhadravati.	Vs.	Muthukumaraswami Modaliar aged about 50. Father's name not known. Vellala. Timber merchant, Vellore. North Arcot District.

Plaint under O.7. R.1. C.P.C.

1. The address of the parties for the purpose of service of peocess is as noted above.

2. The District Forest Officer of Bhadravati Division advertised in the Mysore Gazette by the Notification No. dated and also by the distribution of spare printed copies of the said Notification that Government timber stocked in the Forest Sale Depot at Tarikere would be sold by public auction on 15th February 1934 as per terms of the said sale notification and that intending bidders at that sale might be present in person or through their recognised agents and purchase the timber which would be sold in lots.

3. Pursuant to the said notification ~~on that date~~ at ~~Tarikere~~, the sale was conducted by the District Forest Officer of Bhadravati one Wal-dale and the Defendent bid at the said sale in person and purchased the lots consisting of 110 logs of different species of timber valued at Rs. 3,791-10-6 and signed against the lots purchased in the Lot Roll book of the sale in token of having purchased the quantity of timber noted therein at the rates mentioned and in token of his liability to pay the total amount of purchase money noted therein and as against the said purchase he deposited Rs.200/- on that day with

with the sale conducting officer as earnest money of his purchase and paid him towards the ten per cent. of the purchase money Rs.400/- only and duly obtained receipts in token of the said deposit and payment.. The said lots of timber were knocked down to the defendent and the said sale was duly confirmed by the Conservator of Forests, Shimoga, on or about 22nd February 1934 and subsequently communicated to the Defendent.

4. According to the sale notification the full value of the timber purchased should be paid for within thirty days after the date of sale or within fifteen days after the date of notice of confirmation of sale whichever is earlier. And as the Defendent purchased timber worth more than Rs.1,000/- it was permissible for him to pay up the balance in instalments of not less than Rs.1,000/- provided the full value was paid not later than the 15th May 1934. And it was equally obligatory on the part of the Defendent to pay the said money into such Treasury as the District Forest Officer might direct within the time specified. And the sale was subject to the further condition that no timber lot should be permitted to be removed by the purchaser unless it has been paid for in full calculated at the rates at which the timber is knocked down to him at the time of sale, excluding the ten per cent. deposit paid for at the time of sale and that the earnest money should not be adjusted towards the value of timber until 90 per cent. of the purchase money over and above the security has been paid.

5. Since the Defendent has applied his signature to the Lot Roll book, his signature amounts to an admission on his part of his having bought the said lot and of his having accepted the terms of the sale notification. And after the sale was confirmed, the Defendant got credited

to the Taluk Treasury at Tarikere Rs.2,000/- only towards the purchase money on 5-4-1934 through the Depot Forester Sitaramiah and sent a letter to him through one Vijiarangam Modaliar of Vellore dated the 4th April 1934 stating that the money is sent through him and that the same would be remitted to the Treasury and challans obtained and requesting him to release the timber purchased.

6. After the deposit of the said Rs.2,000/-, Vijiyarangam Modaliar got released 16 logs on 8-4-1934 and 20 logs on 10-4-1934 from the Depot Forester and consigned them from Tarikere to the Defendent. And later on, as one Kuppaswamy Modaliar of Shimoga produced a letter of authority from the Defendent to receive delivery of the rest of the timber purchased on the latter's behalf, the balance of timber purchased has been released ~~xxxhx~~ to the said Kuppaswamy Modaliar by the Depot Forester between 10-4-1934 and 21-4-1934 in different quantities. But before the Defendent could obtain release of the said timber it was incumbent on him to have deposited on or before 15-5-1934 the balance of purchase money, namely, Rs.1,391-10-6 excluding the earnest amount of Rs.200/- into a Government Treasury at the option of the District Forest Officer, Bhadravati by obtaining a chellan for the said amount and returning the same after duly certified by the Treasury Officer in token of having credite the same therein.

7. But the Defendent not only failed to perform his part of the contract, namely to credit the purchase money into the Treasury but also without making such valid and authorised payment according to the sale notification fradulently and collusively got made in his name by the Depot Forester the way permits Nos. 161 dated 9-4-1934 and 162 dated 9-4-1934 covering the whole of the timber

purchased although the balance of the purchase money had not been credited by the former into the Treasury and got the whole of the timber released and consigned from Tarikere with the aid of Vijiarangam Modaliar and Kuppaswamy Modaliar who helped him in all his fradulent acts. As the said amount has not been paid for by the Defendent within the time fixed, the ~~xxxx~~ initial deposit of earnest has become forfeited to the Government under condition No.8 of the sale notification. In spite of demand and notice for the payment of the balance of purchase money, the Defendent has failed to pay the same.

9. Hence, the Defendent is liable to the Plaintiff for fradulent removal of timber without payment towards the balance of purchase money Rs. 1,391-10- 6

and ~~xxxxxxxxxxxxxxxx~~ interest thereon by way of damage at 9 per cent. per annum from 15-5-1934 up to 15-1-1936 Rs. 208-13- 0

Total Rs. 1,600- 7- 6

The cause of action for this suit has arisen on or about 15-5-1934 the date fixed for the payment of the purchase money at Tarikere within the jurisdiction of this court.

10. The Government of Mysore has sanctioned the suit and the District Forest Officer of Bhadravati has been authorised to act on its behalf.

11. For the purpose of court-fees and jurisdiction the suit is valued at Rs.1,600-7-6 and a court fee of Rs.130/ is paid on this plaint.

12. The Plaintiff therefore prays that his Honorable Court may be pleased to pass a decree in its favour against the Defendent for the suit amount with court costs and

current

current interest and with such other reliefs as to the court may seem fit in the xix circumstances of the case

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IN THE COURT OF TH' SUB JUDGE, CHICKMAGALUR.

O.S. /35-36

Plaintiff		Defendant.
Government of Mysore by District Forest Officer, Bhadravati.	VS	M. Krishnaswamy Mudaliar aged 37, son of Murugesa Mudaliar, Timber Merchant, CHITTOOR.

Plaint under O 7. R.I.C.P.C.

1. The address of the parties for the purpose of service of notices is as noted above.

2. The District Forest Officer, Bhadravati Division, advertised in the Mysore Gazette notification No.... dated..... and also by the distribution of spare printed copies of the said notification that Government timber stocked in the Forest Sale Depot at Tarikere would besold by public auction on the 19th April 1934 as per terms of thesaid sale notification and that the intending bidders at that sale might be present in person or through their recognised Agents and purchase the timber which would be sold in lots.

3. Pursuant to the said Notification the sale was conducted by the District Forest Officer of Bhadravati on that date at Tarikere and the Defendant bid at the said sale in person and purchased 6 lots consisting of 53 logs of different species of timber valued at ₹ 2,636-13-0 and signed against the lots purchased in the Lot Roll Book of the sale in token of having purchased the quantity of timber noted therein at the rates mentioned and in token of his liability to pay the total amount of purchase money noted therein. And as against the said purchase he deposited ₹ 200/- on that day with the sale conducting Officer as earnest of his purchase and paid him towards 10 per cent of the purchase money ₹ 265-1-0 only and duly obtained receipts in token of the said deposits and payment the

The said lots of timber were knocked down to the Defendant and the said sale was duly confirmed by the Conservator of Forests, Shimoga, on or about 26-4-1934 and the same subsequently communicated to the Defendant.

4. According to the sale notification, the full value of the timber purchased should be paid for within 30 days after the date of sale or within 15 days after the date of notice of confirmation of sale whichever is later. And as the Defendant purchased timber worth more than Rs 1,000/- it was permissible for him to pay up the balance in instalments of not less than Rs 1000/- provided the full value was paid not later than the 15th May 1934 and it was obligatory on the part of the Defendant to pay the said money into such Treasury as the District Forest Officer might direct within the time specified and the sale was subject to the ~~former~~ further condition that no timber lot should be permitted to be removed by the purchaser unless it has been paid for in full, calculated at the rates at which the timber is knocked down to him at the time of sale excluding the 10 per cent deposit paid for ~~the~~ at the time of sale and that the earnest money should not be adjusted towards the value of timber until 90 per cent of the purchase money over and above the security has been paid.

5. Since the Defendant has affixed his signature to the Lot Roll Book, his signature amounts to an admission on his part of his having bought the said lot and of his having accepted the terms of the sale notification. And after the sale was confirmed the Defendant has not credited to the Treasury at Tarikere any amount towards the purchase money. Hence the purchase money due by the Defendant after the payment of the said Rs 265/- was Rs 2,371-15-0 excluding the earnest of Rs 200/- which could not then be adjusted.

6. After the confirmation of the sale the Defendant got released

released the whole of the timber purchased by him between 2-5-1934 and 28-6-1934. from the Depot Forester through his Agent Kuppuswamy Mudaliar and got booked ~~to~~ Ex from Tarikere to Vellore between 28-6-1934 and 23-9-1934. But before the ~~saidxtimbexx~~ Defendant could obtain release of the said timber it was incumbent on him to have deposited on or before 15-5-34 the balance of purchase money, namely Rs 2,371-13-0 excluding the ~~earnest~~ earnest amount of Rs 200/- into a Government Treasury at the option of the District Forest Officer, Bhadravati, by obtaining a challan for the said amount and returning the same after due certification by the Treasury Officer in token of its having credited the same therein.

7. But the Defendant not only failed to perform his part of the catract, namely to credit the balance of purchase money into the Treasury, but also, without making such valid and authorised payment according to the sale notification fraudulently and collusively got made in his name by the Depot Forester the way permits Nos. 176 dated 2-5-1934 and 190 dated 23-6-1934 covering the whole of the timber purchased although the balance of purchase money had not been credited by him into the Treasury and got the same released and consigned from Tarikere with the aid of Govindaraj Mudaliar and Kuppuswamy Mudaliar who helped him in all his fraudulent acts. As the said amount has not been paid for by the Defendant within the time fixed the initial deposit has become forfeited to the Government under condition No. 3 of the sale Notification.

8. The payment of Rs 610/- said to have been made by the Defendant on or about the first week of May 1934 to the Depot Forester through Kuppuswamy Mudaliar and so also the payment of Rs 1,561-13-0 said to have been made to the Depot Forester through the same individual towards the balance of purchase money are not valid and authorised payments and ~~at~~ as they do

do not bind the Government the Defendant is liable at law to pay the plaintiff the sum of Rs 2,371-13-9 towards balance of purchase money as per accounts of the Forest Department and interest thereon at 9 per cent per annum by way of damages as per conditions 7 of the sale notification. Notwithstanding demand and notice for payment of the said amount the Defendant has failed to pay the same. Hence this suit is filed for its recovery.

9. The ~~course~~ cause of action for this suit has arisen on or about 15-5-1934 the last date fixed for the payment of the purchase money and at Tarikere within the jurisdiction of this Court.

10. The Defendant is thus under liability to pay the plaintiff for fraudulent removal of the purchased timber without payment

Towards the ~~purx~~ balance of purchase money; a n d	2,311-13--0
interest thereon by way of damages at 9 per cent per annum from 15-5-1934 up to 15-1-1936	356--0--0
TOTAL	2,727-13--0

11. The Government has sanctioned this suit and has authorised the District Forest Officer of Bhadravati to act on its behalf.

12. For the purposes of court fees and jurisdiction this suit is valued at Rs 2,727-13-0 and hence a court fee of Rs 186-3-0 is paid on this plaint.

13. The plaintiff therefore prays that this Hon'ble Court may be pleased to pass a decree in its power against the Defendant for the suit amount with court costs and current interest and with such other reliefs as to the court may seem fit in the circumstances of the case.

IN THE COURT OF THE MUNSIFF, NARASIMHARAJAPURA.

O.S. /35-36

Plaintiff		Defendant.
Government of Mysore by The District Forest Officer, Bhadravati	VS	Thiruvengadam Pillay aged about 35 years Ane Nair Pillay, caste Vanmiya, Timber Merchant and resident of Vellore in North Arcot District.

Plaint under O. 7. L 1. C.P.C.

1. The address of the parties for the purpose of service of processes etc. is noted above.

2. The District Forest Officer of Bhadravati Division advertised in the Mysore Gazette by the Notification No..... dated..... and also by the distribution of spare printed copies of the said notification that Government timber stocked in the forest sale Depot at Tarikere would be sold by public auction on the 19th April 1934 as per terms of the said sale notification and that intending bidders at that sale might be present in person or through their recognised agents and purchase the timber which would be sold in lots.

3. Pursuant to this notification the sale was conducted by the District Forest Officer of Bhadravati Division on that date at Tarikere and the Defendant bid at the said sale in person and purchased 12 lots consisting of 120 logs of different species of timber valued at Rs 1,923-12-0 and signed against the lots purchased in the Lot Roll of the sale in token of having purchased the quantity of timber noted therein at the rates mentioned and in ~~token~~ token of his liability to pay the total amount of the purchase money noted therein.. And as against the said purchase he deposited

deposited Rs 200/- on that day with the sale conducting Officer as earnest of his purchase and paid towards the ten per cent of the purchase money Rs 195/- only and duly obtained receipts in token of the said deposit and payment. The said lots of timber were knocked down to the Dependant and the sale was duly confirmed by the Conservator of Forests, Shimoga, on or about the 26th April 1934 and subsequently communicated to the Defendant.

4. According to the sale notification the full value of the timber purchased should be paid for within 30 days after the date of sale or within 15 days after the date of notice confirmation of sale whichever is later. And as the defendant purchased timber worth more than Rs 1,000/- it was permissible for him to pay up the balance in instalments of not less than Rs 1000/- provided the full value was paid not later than the 15th May 1934. And it was equally obligatory on the part of the Defendant to pay the said money into such Treasury as the District Forest Officer might direct within the time specified and the sale was subject to the further condition that no timber lot should be permitted to be removed by the purchaser unless it has been paid for in full, calculated at the rates at which the timber is knocked down to him at the time of sale excluding the ten per cent deposit paid for at the time of sale and that the earnest money should not be adjusted towards the value of timber unless until 90 per cent of the purchase money, over and above the security has been paid.

5. Since the Defendant has affixed his signature to the Lot Roll Book, his signature amounts to an admission on his part of his having bought the said lot and of having accepted the terms of the sale notification. And after the sale was confirmed

confirmed the Defendant has sent ₹ 500/- only towards the purchase money on 15-5-1934 by means of postal insurance to the District Forest Officer, Bhadravati, and the latter therefore issued directions through the Forest Sub Division Officer, i.e., by his letter No. 7938 dated 21-5-1934, for release of timber to the extent of the payment then made. Hence the balance of purchase money due by the Defendant after payment of the said ₹ 500/- was ₹ 1,228-12-0 excluding the earnest of ₹ 200/- which could not then be adjusted.

6. But before the receipt of the said insured amount, one Narasimhalu Naidu applied for release of timber on behalf of the Defendant and got released 35 logs valued at ₹ 332/- and 52 logs valued at ₹ 622-10-0, in all, 87 logs valued at ₹ 954-10-0 on 23-4-1934 in fraudulent ~~collection~~ Collusion with the Forester in charge of the Depot although the amount so far paid did not cover up the full value of the timber so released and consigned the same by railway from Tarikere Station to the Defendant by the end of April 1934. Subsequently, the Defendant gave a letter of authority to one Kuppuswamy Mudaliar of Shimoga to receive on his behalf the remaining logs of timber purchased by him and hence, the said logs of timber were released by the Depot Forester on or about the 2nd June 1934 to the said Kuppuswamy Mudaliar who consigned the same to the Defendant on or about 9-6-1934.

7. But before the Defendant could obtain release of the said timber it was incumbent on him to have deposited on or before 15-5-1934 the balance of purchase money, namely ₹ 1,228-12-0 excluding the earnest amount of ₹ 200/- into a Government Treasury at the option of the District Forest Officer, Bhadravati, by obtaining a challan from for the said amount and returning the same after due certification by the Treasury Officer in token of its having been credited therein. However, he not only failed to perform this part of the contract, namely, to credit the

the balance of purchase money into a Government Treasury, but also without making such valid and authorised payment according to the sale notification fraudulently and collusively got made in his name by the Depot Forester the way permits Nos. 171 dated 23-4-1934, 172 dated 23-4-1934 and 189 dated 2-6-34 covering the whole of the timber purchased and got the same released and consigned from Tarikere with the aid of Narasimhalu Naidu and Kuppuswamy Mudaliar who helped him in all his fraudulent acts. As the said amount has not been paid for by the Defendant within the time fixed, the initial deposit of earnest money has become forfeited to the Government under condition No. 8 of the sale notification.

8. The payment of Rs 1,000/- said to have been made by the Department to the Depot Forester on 21-4-1934 and so also the payment of Rs 28-12-0 said to have been made to Kuppuswamy Mudaliar through Narasimhalu Naidu towards the balance of purchase money are not valid and authorised payments and as they do not bind the Government, the Defendant is liable at law to pay the plaintiff the sum of Rs 1,228-12-0 towards balance of purchase money as per accounts of he Forest Department and interest thereon at 9 per cent per annum by way of damages as per condition 7 of the sale notification. Notwithstanding demand and notice for payment of the said amount the defendant has failed to pay the same. Hence, this suit is filed for its recovery.

9. The cause of action for this suit has arisen on or about 15-5-1934 the last date fixed for the payment of the purchase money and at Tarikere within the jurisdiction of this Court.

10. The Defendant is thus under liability to pay the Plaintiff for fraudulent removal of the purchased timber without payment.

Towards the balance of purchase money; ..		₹ 1,228-12--0
and		
Interest thereon by way of damages at 9 per cent per annum from 15-5-34 up to 15-1-1936. ..		184--4--0
	TOTAL	1,413--0--0

11. The Government has sanctioned this suit and has authrised this the District Forest Officer of Bhadravati Division o act on its behalf.

12. For the purpose of court fees and jurisdiction, this suit is valued at ₹ 1,413/- and pays a court fee of ₹ 121/- is paid on this plaint.

13. The Plaintiff therefore prays that this Hon'ble Court may be pleased to pass a decree in its favour against the Defendant for the suit amount with court costs and current interest and with such other reliefs as to the court may seem fit in the circumstances of the case.

Drafted
LKA
PP

IN THE COURT OF THE MUNSIFF, NARASIMHARAJAPURA.

O.S. /35-36

Plaintiff		Defendant
Government of Mysore by The District Forest Officer, Bhadravati	VS.	1) Raju Pillay aged about 50, son of Muthusamy Pillay, Vahinikula Kshatriya, Timber Merchant, Vellore, North Arcot D 2) Manikam Pillay, aged 44, son of Muthusamy Pillay, Vahinikula Kshatriya, Timber Merchant, Vellore, North Arcot D

Plaint under O 7. R 1. C.P.C.

1. Defendants 1 & 2 are uterine brothers living together and carry on joint family, trade in partnership as Timber Merchants at Vellore.

2. The District Forest Officer of Bhadravati Division advertised in the Mysore Gazette by the notification No. dated and also by the distribution of spare printed copies of the said notification that Government timber stocked in the Forest Sale Depot at Tarikere would be sold by public auction on 15-2-1934 as per terms of the said notification and that intending bidders at that sale might be present in person or through their recognised Agents and purchase the timber which would be sold in lots.

3. Pursuant to the said Notification the sale was conducted by the District Forest Officer of Bhadravati Division on the said date at Tarikere and the Defendants bid at the said sale by their Agent and Gumasta, one Tillary Chidambaram Mudaliar son of Nadamuni Mudaliar of Vellore who had been specially deputed by them to bid for and purchase on their behalf at the said sale and purchased through the latter 13 lots consisting of 134 logs of different species of timber valued at Rs.4,519-6-0 and

and the said Agent of the Defendants, Chidambaram Mudaliar signed on their behalf against the lots purchased in the Lot Roll Book of the sale in token of having purchased on their behalf the quantity of timber noted therein at the rates mentioned and in token of their liability to pay the total amount of purchase money noted therein. And as against the said purchase the said Agent of Defendants deposited Rs 200/- on that day with the sale conducting Officer as earnest of the said purchase and paid him towards the ten per cent of the purchase money Rs 450/- only and duly obtained receipts in token of the said deposit and payment. The said lots of timber were knocked down in the name of the said Chidambaram Mudaliar for and on behalf of the Defendants and the sale was duly confirmed by the Conservator of Forests, Shimoga, on or about the 22nd February 1934 and subsequently communicated to the said Agent of the Defendants.

4. According to the sale notification the full value of the timber purchased should be paid for within 30 days after the date of sale or within 15 days after the date of notice of confirmation of sale whichever is later. And as the Defendants purchased timber worth more than Rs 1,000/- it was permissible for them to pay up the balance in instalments of not less than Rs 1000/- provided the full value was paid not later than the 15th May 1934. And it was equally obligatory on the part of the Defendants to pay the said money into such Treasury as the District Forest Officer might direct within the time speified. And the sale was subject to the further condition that no timber lot should be permitted to be removed by the purchasers unless it has been paid for in full, calculated at the rates at which the timber at the time of sale, excluding the ten per cent of the deposit paid for at the time of sale and that the earnest money should not be adjusted towards the value of timber until 90 per cent of the purchase money over and above the security has been paid.

5. Since the Defendants' authorised Agent Chidambaram Mudaliar has affixed his signature to the Lot Roll Book, his signature amounts to an admission on the part of the Defendants of their having bought the said lots and of their having accepted the terms of the sale notification. And after the sale was confirmed the Defendants got credited to the Taluk Treasury at Tarikere towards the purchase money ₹ 100/- only on 17-3-1934 through the Depot Forester Seetharamiah and which had been sent by them through postal insurance to their Agent Chidambaram Mudaliar to Tarikere at intervals for the purpose of deposit into Treasury towards payment of purchase money.

6. After the credit of the said amount of ₹ 3,000/- into the Treasury, the Defendants' Agent Chidambara Mudaliar got released from the Tarikere Sale Depot, 25 logs valued at ₹ 1,131-5-0 through Way permit No. 129 dated 13-3-1934, 15 logs valued at ₹ 708-3-0 through Way permit No. 131 dated 13-3-1934 and 3 logs valued at ₹ 130-3-0 through Way permit No. 135 dated 20-3-1934, thus in all 43 logs of the total value of ₹ 2,020-0-0 through the said 3 permits and consigned them to Katpadi on way to Vellore. So that the balance outstanding as against the Defendants by the end of March 1934 according to the Departmental accounts is ₹ 2,099-5-0.

7. And later on, Defendants' Agent Chidambara Mudaliar got released on or about 3-6-1934 about 3 lots of timber purchased and consigned them by railway to Katpadi. Similarly, the said Chidamabara Mudaliar got released on or about 18-6-1934 the balance of the timber purchased and consigned them by railway to Katpadi. The timber lots thus released and consigned to the Defendants between 3-6-1934 and 18-6-1934 was of the total value of ₹ 2,499-2-0. But before the Defendants could

could obtain release of the said timber it was incumbent on them to have deposited on or before 15-5-1934 the balance of purchase money namely Rs 2,069-6-0 excluding the earnest amount of Rs 200/- into a Government Treasury at the option of the District Forest Officer, Bhadravati by obtaining a chellan for the said amount and returning the same after due certification by the Treasury Officer in token of it having been credited therein.

3. However, the Defendants have not only failed to perform their part of the contract, namely, to credit the above said balance of purchase money into a treasury, but also without making such valid and authorised payment according to the sale notification, have fraudulently and collusively got made in ~~xxxxxx~~ their Agent's name by the Depot Forester the improvised way permits Nos. 198/33-34, and 188/33-34 which are really chits in the handwriting and under the signature of the Forester covering the balance of the timber purchased and got the same released and consigned from Tarikere with the aid of their Agent and one Kuppuswamy Mudaliar who has helped them in all their fraudulent acts. As no valid payment of the said amount has been made by the Defendants within the time fixed, the initial deposit has become forfeited to the Government under condition No. 8 of the sale Notification.

9. The payments of Rs 500/-, 318-12-0 and Rs 1,052-8-0 alleged to have been made towards the purchase money by the Defendants' Agent Chidambara Mudaliar to the depot forester Seetharamiah on 2-6-1934, 8-6-1934 and 18-6-1934 respectively without getting the same credited to the Treasury and obtaining the certified chellan in token of such remittance are not authorised ones and as they do not bind the Government, the Defendants are liable at law to pay the plaintiff the sum of Rs .2,069-6-0 towards the balance of purchase money as per account of the Forest Department and interest at 9 per cent. per annum by way of damages as per condition 7 of the sale notification. Notwithstanding demand and

and notice for payment of the said amount the Defendents have failed to pay the same. Hence, this suit is filed for its recovery.

10. The cause of action for this suit has arisen on or about 15-5-1934 the last date fixed for the payment of the purchase money and at Tarikere within the jurisdiction of this court.

11. The Defendents are thus under liability to pay the Plaintiff for fradulent removal of the purchased timber without payment:

Towards the balance of purchase money	Rs.2,069- 6- 0
Interest thereon by way of damages at 9 per cent. per annum from 15-5-1934 up to 15-1-1936.	310- 6- 0
Total	Rs.2,379-12- 0

12. The Government has sanctioned this suit and has authorised the District Forest Officer, of Bhadravati, to act on its behalf.

13. For the purpose of court-fees and jurisdiction, this suit is valued at Rs.2,379-12-0 and hence a court fee of Rs.169/- is paid on this.

14. The Plaintiff prays that this Honorable Court may be pleased to pass a decree in its favour against the Defendents and with such other reliefs as to the Court may seem fit in the circumstances of the case.

"Assistant"

IN THE COURT OF THE MUNSIFF, NARASIMHARAJAPURA.

O.S. /35-36.

Plaintiff.

Government of Mysore
by
The District Forest Officer, Bhadravati.

vs.

Defendants.

Devaraja Mudaliar Dharmalinga Chettiar & Co.

consisting of partners

1) Munirathna Mudaliar,
aged about 36 years
son of Rangaswamy Mudaliar

2) Yethirajulu Naikar,
aged about 36 years
son of Linganna Naikar

3) Devaraja Mudaliar

4) Dharmalinga Chettiar

All residents of Arcot.

Plaint under O 7 R.I. C.P.C.

1. The address of the parties for the purpose of service of notices is at noted above. The Defendant Firm consists of partners named above who carry on the timber trade at Arcot in the name of the Firm.

2. The District Forest Officer of Bhadravati Division advertised in the Mysore Gazette by the notification No. dated and also by the distribution of spare printed copies of the said notification that Government timber stocked in the Forest Sales depot at Tarikere would be sold by public auction on the 10th April 1934 as per terms of the said sale notification and that the intending bidders at that sale might be present in person or through their recognised Agent and purchase the timber which would be sold in lots.

3. Pursuant to the said Notification, the sale as conducted by the District Forest Officer of Bhadravati on that date at Tarikere and the 1st Defendant who is the working Partner of the Defendant Firm bid at the said sale in person on behalf of the Defendant Firm and purchased on its behalf 2 lots consisting of

of 13 logs of different species of timber valued at Rs 945-5-0 and signed against the lots purchased in the Lot Roll Book of the sale in token of having purchased the quantity of timber noted therein at the rates mentioned and in token of their liability to pay the total amount of purchase money noted therein. And as against the said purchase he deposited Rs 200/- on that date with the sale conducting officer as earnest of the said purchase and paid him towards 10 per cent of the purchase money Rs 100/- only and duly obtained receipts in token of the said deposit and payment. The said lots of timber were knocked down to the Defendant Firm and the said sale was duly confirmed by the Conservator of Forests Shimoga, on or about 26-4-1934 and the same was subsequently communicated to the Defendant Firm

4. According to the sale notification the full value of the timber should be paid for within 30 days after the date or sale or within 15 days after date of notice of confirmation of sale whichever is later. Hence the balance of purchase money was paybale within the 19th May 1934.

5. Since the 1st Defendant has affixed his signature to the Lot Roll Book his signature amounts to an admission on his part of his having bought the said lots for the Defendant Firm and of the Defendant Firm having accepted the terms of the sale notification. And after the sale was confirmed the Defendant Firm have not credited to the Government Treasury at Tarikere any amount towards the purchase money. Hence the purchase money due by the Defendar... the payment of the said Rs 100 was Rs 845-5-0 excluding the earnest of Rs 200/- which could not then be adjusted.

6. After the confirmation of sale, the Defendant firm got released th whole of the timber purchased by them on or about 29-5-1934 from the Depot Forester ~~through~~ through their Agent Kuppuswamy Mudaliar

Mudaliar under power of authority granted by the 1st Defendant and booked from Tarikere to Arcot on or about the 30th May 34.

But before the Defendants could obtain release of the said timber it was incumbent on them to have deposited on or before the 15th May 1934 the balance of purchase money, namely, Rs 845-5-0 excluding the earnest amount of Rs 200/- into a Government Treasury at the option of the District Forest Officer, Bhadravati, by obtaining a challan for the said amount and returning the same after due certification by the Treasury Officer in token of its having been credited therein.

7. But the Defendants have not only failed to perform their part of the contract, namely to credit the balance of the purchase money into the Treasury, but also, without making such valid and authorised payment according to the sale notification, have got fraudulently and collusively made in the 1st Defendant's name by the Depot Forester the way permit No. 186 dated the 29th May 1934 the whole of the timber purchased although the balance of the purchase money had not credited by them into the Treasury and have got the same released at 1st Defendant's instructions and consigned fro Tarikere to Ranipet to 4th Defendant with the aid of Suppuswamy Mudaliar who has helped them in their fraudulent acts As the said timber has not been paid for by the Defendants within the time fixed the initial deposit has become forfeited to the Government under condition No. 5 of the sale notification.

8. The payment of Rs 645-5-0 said to have been made by the Defendants on or about 12-5-1934 to the Depot Forester thro' postal insurance is not valid and not an authorised payment and as it does not bind the Government, the Defendants are liable at law to pay the Plaintiff the sum of Rs 845-5-0 towards balance of purchase money as per accounts of the

the Forest Department and interest thereon at 9 per cent per annum by way of damages as per condition No. 7 of the sale Notification. Notwithstanding demand and notice for payment of the said amount the Defendantshave failed to pay the same. Hence this suit is filed for its recovery.

9. The cause of action for this suit has arisen on or about 19-5-34 the last date fixed for the payment of the purchase money and at Tarikere within the jurisdiction of this Court.

10. The Defendants are thus under liability to pay the Plaintiff for the fraudulent removal of the purchased timber without payment.

Towards balance of purchase money and		845	5 0
Interest thereon at 9 per cent per annum from 15-5-1934 up to 15-1-36.		126	12 0
	TOTAL Rs	972	1 0

11. The Government has sanctioned this suit and has authorised the District Forest Officer of Bhadravati to act on its behal

12. For the purpose of court fees and jurisdiction, this suit is valued at Rs 972-1-0 and hence a court fee of Rs 93/- is paid on this plaint.

13. The Plaintiff therefore prays that this Hon'ble Court may be pleased to pass a decree in its favour against the Defendants for their suit amount with court costs and current interests and with such other reliefs as to the Hon'ble court seem fit in the circumstances of the case.

IN THE COURT OF THE SUB JUDGE, S H I M O G A.

O.S: ------- 1935-36

Plaintiff		Defendant.
Government of Mysore by District Forest Officer, Bhadravati.	VS.	Byrappa, aged about 40 years, son of Siddappa Uppar Caste, Contractor, S h i m o g a.

Plaint under O 7. R 1 C.P.C.

1. The address of parties for service of process is as noted above.

2. The District Forest Officer of Bhadravati Division advertised in the Mysore Gazette by the Notification No... dated..... and also by the distribution of spare printed copies of the said notification that Government timber stocked in the Forest Sale Depot at Tarikere would be sold by auction on 15-2-1934 as per terms of the said sale notification and that the intending bidders at that sale might be present in person or through their recognised agents and purchase the timber which would be sold in lots.

3. Pursuant to this notification the sale was conducted by the District Forest Officer, Bhadravati Division, on the date at Tarikere and the Defendant bid at the said sale in person and purchased 14 lots consisting of 127 logs of teak wood valued at Rs 6,041-7-6 and signed against the lots purchased in the lot roll book of the sale in token of having purchased the quantity of timber noted therein at the rates mentioned and in token of his liability to pay the total amount of the purchase money noted therein. And as against the said purchase, he deposited Rs 200/- on that day with the Sale Conducting Officer as earnest of his purchase and paid towards the 10 per cent of the purchase money Rs 300/- only as he had no sufficient funds in his hands then to make up the full ten per cent ~~of the purchase money Rs 300/- only~~

~~only as he had no sufficient funds in his hands then to make up the full 10 per~~ District Forest Officer gave him a chellan for the balance of Rs 300/- which was deposited by him on 19-2-1934 in the District Treasury at Shimoga. So that, the said lots of timber were knocked down to the Defendant and the sale was duly confirmed by the Conservator of Forests, Shimoga, on or about 22-2-1934 and the same was subsequently communicated to the Defendent.

4. According to the sale notification the full value of the timber purchased should be paid for within 30 days after the date of sale or within 15 days after the date of notice of confirmation of sale whichever is later. And as the Defendant purchased timber worth more than Rs 1000/- it was permissible for him to pay up the balance in instalments of ~~not~~ not less than Rs 1000/- provided the full value was paid not later than the 15th May 1934. And it was equally obligatory on the part of the Defendant to pay the said money into such treasury as the District Forest Officer might direct within the time specified. And the sale was subject to the ~~former~~ further condition that no timber lot should be permitted to be removed by the purchaser unless it has been paid for in full, calculated at the rates at which the timber is knocked down to him at the time of sale excluding the ten per cent deposit paid for at the time of sale and that the earnest money should not be adjusted towards the value of timber, until 90 per cent of the purchase money, over and above the security, has been paid.

5. Since the Defendant has affixed his signature to the Lot Roll Book, his signature amounts to an admission on his part of his having bought the said lot and of his having accept the terms of the sale notification. And after the sale was confirmed the Defendant has remitted on 22-3-1934 into the Shimoga District Treasury Rs 1,539-7-0 towards the balance of purchase money and got released from the Depot Forester on or about 9-4-3

9-4-34 30 logs ~~xxxfix~~ comprising lots No. 242, 256 and 261 worth about Rs 1,539-7-0 through ~~wrong~~ way permit No. 160 dated 9-4-1934. Hence the balance of purchase money due by the Defendant by the end of April 1934 after the payment of the said Rs 1,539-7-0 was Rs 3,902-0-6 excluding the earnest of Rs 200/- which could not then be adjusted.

6. Besides the above said 30 logs the Defendant got released through his Agent Kuppuswamy Mudaliar under ~~terms~~ letter of authority, 18 logs in May 34 32 logs in June 1934, 3 logs in July 1934 and 8 logs in August 1934 thus in all 60 logs without payment and through ~~wrong~~ way permits No. 179/12-5-1934 for 11 logs, 185 dated 26-5-1934 for 7 logs and without any way permits for those logs released during July and August. So that the Defendanthas got released the whole of the timber purchased by him excepting 27 logs worth about Rs 1,158-13-0 comprising lots Nos. 201, 184 and 189 which ~~are~~ are left lying in the Depot without removal even up to this date.

7. But, before the Defendant could obtain release of the said timber it was incumbent on him to have deposited on or before 15-5-1934 the balance of purchase money, namely, Rs 3,902-0-6 excluding the earnest amount of Rs 200/- into a Government Treasury at the option of the District Forest Officer, Bhadravati by obtaining a chellan for the said amount and returning the same after due certification by the Treasury Officer in token of its having been credited therein. However, he not only failed to perform his part of the ontract, namely, to credit the balance of purchase money into a Government Treasury, but also, without making such valid and authorised payment according to the s a l e notification, fraudulently and collusively got made in his name by the Depot Forester the way permits Nos. 152/3-3-34 179/12-5-1934, 185/26-5-1934, 4 dated 13-9-1934 and 5 dated 13-9-1934 covering only a portion of the timber purchased

purchased and got released the timber covered by the way permits as well as that which is not covered by any way permits with the aid of Kuppuswamy Mudaliar who has helped him in all his fraudulant acts As the said amount has not been paid by the Defendant within the time fixed the initial deposit of earnest money has become forfeited to the Government under condition No. 8 of the sale notification.

8. The payment of Rs 795/- said to have been made by the Defendant to the Depot Forester through Kuppuswamy Mudaliar on or about 12-5-34, so also the payment of Rs 344-4-0 said to have been made by Kuppuswamy Mudaliar to the Depot Forester in the first week of June and the payment of Rs 2,562-13-0 said to have been made by the Defendant on 18-6-1934 to Kuppuswamy Mudaliar for payment to the Depot Forester towards the balance of the purchase money are not valid and authorised payments and as ~~may~~ they do not bind the Government, the defendant is liable at law to pay the plaintiff the sum of Rs 3,902-0-6 towards balance of purchase money as per accounts of the Forest Department and interest thereon at 9 per cent per annum by way of damages as per condition 7 of the sale notification. Notwithstanding demand and notice for payment of the said amount, the Defendant has failed to pay the same. Hence this suit is filed for its recovery.

9. The ~~course~~ cause of action for this suit has arisen on or about 15-5-1934 the last date fixed for the payment of the purchase money and at Tarikere. But as the Defendant resides and carries on business within the jurisdiction of this court the suit is filed in this Hon'ble Court.

10. The Defendant is thus under liability to pay the plaintiff for fraudulant removal of the purchased timber without payment

Towards the balance of purchase money Rs 3,902-0-6 m i n u s
The value of ~~those~~ three lots of timber, namely, 201, 184 and 189 which are not removed from the Depot 1,158-13-0

Balance 2,743-3-6

plus interest thereon by way of damages at 9 per cent per annum from 15-5-1934 ₹ 411--7--0

up 615 1-36.

TOTAL 3,154-10--6

11. The Government has sanctioned this suit and has authorised the District Forest Officer of Bhadravati to act on its behalf.

12. For the purpose of court fees and jurisdiction this suit is valued ₹ 3,154-10-6 and hence a court fee of ₹ 203-1-0 is paid on this plaint.

13. The plaintiff therefore prays that this Hon'ble Court may be pleased to pass a decree in its favour against the Defendant for the said amount with court costs and current interest and with such other reliefs as to the Court may seem fit in the circumstances of the case.

Draft

IN THE COURT OF THE MUNSIFF, NARASIMHARAJAPURA.

O.S. /25-26.

Plaintiff.		Defendant.
Government of Mysore by The District Forest Officer, Bhadravati.	) Vs.	A.S. Siddiah, son of Lingayet and resident of Tarikere.

Plaint under O 7 R.I. C.P.

1. The address of the parties for the purpose of service of process etc. is noted above.

2. The District Forest Officer of Bhadravati Division, advertised in the Mysore Gazette by the notification No. dated and also by the ~~xxxxxxxxx~~ distribution of spare printed copies of the said Notification that Government timber stocked in the Forest Sales Depot at Tarikere would be sold by public auction on the 7th December 1933 as per terms of the said sale notification and that intending bidders at that sale might be present in person or through their recognised agents and purchase the timber which would be sold in lots

3. Pursuant to this notification the sale was conducted by the District Forest Officer of Bhadravati Division on that date at Tarikere and the Defendant bid at the said sale in person and purchased 34 lots consisting of 236 logs of different species of timber valued at Rs. 4,002--0--6 and signed against the lots purchased in the Lot Roll Book of the sale in token of having purchased the quantity of timber noted therein at the rates mentioned and in token of his liability to pay the total amount of the purchase money noted therein. And as against the said purchase he deposited Rs. 200/- on that date with the Sale conducting Officer as earnest of his purchase and paid towards the 10 per cent of the purchase money Rs. 400/- and Rs. 15/- towards value of the timber and duly obtained receipts in token of the said Deposit and payment. The said lots of timber were knocked down to the Defendant and the sale was confirmed by the Conservator of Forests.

Forests, Shimoga, on or about the 19-12-33 and the fact subsequently communicated to the Defendant.

4. According to the sale notification the full value of the timber purchased should bepaid for within 30 days after the date of sale or within 15 days after the date of notice of confirmation of sale whichever is later. And as the Defendant purchased timbe worth more than R 1000/- it was permissible for him to pay up the balance in instalments not less than R 1000/- provided the full value was paid not later than And it was equally obligatory on the part of the Defendant to pay the said money into such treasury as the District Forest Officer might direct within the time specifed. And the sale was subject to the [illegible] condition that no timber lots should be permitted to be removed by the purchaser unless it has been paid for in full, calculated at the rates at which the timber is knocked down to him at the time of sale excluding the 10 per cent deposit paid for at the time of sale and that the earnest money should not be adjusted towards the value of timber until 90 per cent of the purchase money over and above the security has been paid.

5. Since the defendant has affixed his signature to the Lot Roll Book, his signature amounts to an admission on his part of his having bought the said lots and of his having accepted the terms of the sale notification. nd after the sale was confirmed the Defendant has fraudulently got released from time. to time between 16-12-1933 and 16-6-1934 by the Depot Forester the whole lot of the timber purchased by him excepting 50 logs of the total value of R 743-1-0 out of 8 lots without paying the full value of the purchase money but making partial and periodical payments the total of which is R 2,754-4-6 only. So that, the balance of purchase money due by the Defendant afte appropriation of R 415/- paid towards 10 per cent and value on 7-12-1933 and the subsequent payments to the extent of R 2,754-4-6 noted above is R 832-12-0 by the end of June 1934 excluding the

the earnest of Rs 200/- which could not then be adjusted.

6. But before the Defendant could obtain release of the said timber it was incumbent on him to have deposited on or bfore [redacted] the balance of purchase money, namely, Rs 532-12-0 excluding the earnest amount of Rs=200/-, into a Government Treasury at the option of the District Forest Officer, Bhadravati Division by obtaining a chellan for the said amount and returning the same after due certification by the Treasury in token of its having been credited therein. However, he not only failed to perform his part of the contract, namely to credit the balance of purchase money into a Government Treasury, ~~maxxx~~ but also without ~~xx~~ making such valid and authorised payment according to the sale notification, fraudulently and collusively got the major portion of the timber released by the Depot Forester without way permits excepting the 89 logs mentioned above. As the said amount has not been paid by the Defendant within the time fixed, the initial deposit of earnest money has become forfeited to the Government under condition No. 5 of the sale notification.

7. The Defendant is therefore liable ~~to~~ at law to pay the Plaintiff the sum of Rs 532-12-0 towards the balance of purchase money as per accounts of Forest Department and interest thereon at 9 per cent per annum by way of damages as per condition 7 of the sale notification. Not withstanding demand and notice for the payment of the said amount the Defendant has failed to pay. Hence this suit is filed for its recovery.

8. The ~~cause~~ cause of action for this suit has arisen on or about May 1934, the last date fixed for the payment and at Tarikere within the jurisdiction of this court.

9. The Defendant is thus under liability to pay the plaintiff for fraudulent removal of timber without payment

Towards balance of purchase money Rs 532-12--0

minus

The value of 69 logs which have not been removed and are now in depot 743--1--0

BALANCE Rs 89-11--0

Interest thereon by way of damages at 9 per cent per annum from 15-5-1934 up to 15th January 1936 13--8--0

TOTAL BALANCE Rs 103 3 0

10. Again, the defendant bid at the auction sale, held by he District Forest Officer of Bhadravati at Tarikere on 5-2-1934 and purchased 12 lots of timber consisting of ogs valued at Rs 2,304-5--6 and deposited Rs 200/- towards arneet and paid Rs 235/- towards 10 per cent of the purcha oney and obtained receipts. The said sale was held in pursuance of notification No. dated advertised in the Mysore Gazette and by the issue of spare printed copies of the said notification and the timber was knocken down to the Defendant who has signed in the Roll Book of the said sale in token of his purchase of the said quantity of timber and of his liablity to pay thepurchase money noted therein. The sale confirmed by the Conservator of Forests on or about 22-2-1934 and the said fact was subsequently communicated to the Defendant.

11. Subsequent to this sale, the Defendant has got released by the Depot Forester between 5-5-1934 and 2-6-1934 the whole of the timber purchased without way permits and without paying the total balance of the pu chase money in full, but making partial payments only which come up to Rs 1,569-11-0. So that the

the balance of the purchase money due by the Department after the appropriation of R. 25/- paid towards the ten percent of the purchase money on the date of sale and the subsequent payments to the extent of R. 1,569-11-0 noted above is R. 500-4-6 by the end of June 1934 excluding the earnest of R. 200/- which could not then be adjusted.

12. Since this sale was also subject to the conditions similar to those which applied to the sale held in December 1933 and as the obligations mentioned in paras 4, 5 and 6 supra applied to the Defendant with regard to this sale also, he is liable at law to pay the plaintiff the sum of R. 500-4-6 towards the balance of purchase money of this sale as per accounts of the Forest Department and interest thereon at 9 per cent per annum by way of damages as per condition 7 of the sale notification. Not withstanding demand and notice the Defendant has failed to pay. Hence this suit is filed for its recovery.

13. The cause of a tion for this suit has arisen on or about 15-5-1934 the last day fixed for the payment and at Tarikere within the jurisdiction of this Court.

14. The Defendant is thus under liability to pay the Plaintiff for fraudulent removal of the purchased timber without payment:-

Towards the balance of purchase money	R. 500	4	6
Plus			
Interest thereon by way of damages at 9 per cent from the 15th May 34 up to 15th January 1936.	75	0	0
Total	575	0	0

15. For the purpose of court fees the two separate causes of actions are valued at R. 103-3-0 and R. 575-.-0 respectively

respectively and separate court fee of Rs 10-8-0 and Rs 5/- are paid thereon and for the purpose of jurisdiction the amount suit is valued at the total value of the two cases of action, namely Rs 678-3-0.

16. The suit is sanctioned by the Government of Mysore and the District Forest Officer of Bhadravati has been authorised to act on its behalf

17. The Plaintiff therefore prays that this Hon'ble Court may be pleased to pass a decree in its favour against the Defendant for the above two suit amounts, with court costs and current interest and with such other reliefs as to the court may deem fit in the circumstances of the case.

Draft

IN THE COURT OF THE MUNSIFF, NARASI'HARAJAPURA.

O.S. /35-36

ff.		Defendant
Government of Mysore by The District Forest Officer, Bhadravati.	)VS.	T. C. Basappa Son of Chandappa, Lingayat, Merchant and Resident of Tarikere.

Plaint Under O 7 R.1. C.P.C.

1. The address of the parties for the purpose of service of processes etc. is noted above.

2. The District Forest Officer of Bhadravati Division, advertised in the Mysore Gazette by the notification No. ..... dated ..... and also by the distribution of spare printed copies of the s a i d Notification that Government timber stocked in the forest sale depot at Tarikere would be sold by public auction on the 7th December 1935 as per terms of the said sale notification and that intending bidders at that sale might be present in person or through their recognised Agents and purchase the timber which would be sold in lots.

3. Pursuant to this notification the sale was conducted by the District Forest Officer of Bhadravati Division on that date at Tarikere and the Defendant ~~xxx~~ bid at that said sale in person and purchased 32 lots consisting of 179 logs of different species of timber valued at Rs 3,645-5-0 and signed against the lots purchased in the Lot Roll-Book of the sale in token of having purchased the quantity of timber noted therein at the rates mentioned and in token of his liability to pay the total amount of the purchase money noted therein. And as against the said purchase he deposited Rs 20/- on that date with the sale conducting officer as earnest of his purchase and paid towards the 10 per cent of the purchase money Rs 343/- only and duly obtained receipts in token of the said deposit and payment. The said lots of timber were knocked down to the Defendant and the sale

sale was duly confirmed by the Conservator of Forests, Shimoga on or about the 19th December 1933 and the fact subsequently communicated to the Defendant.

4. According to the sale notification the full value of the timber purchased should bepaid for within 30 days after the date of sale or within 15 days after the date of notice of confirmation of sale whichever is later. And as the Defendant purchased timber worth more than Rs 1000/- it was permissible for him to pay up the balance in instalments not less than Rs 1000/- provided the full value was paid not later than ..... And it was equally obligatory on the part of the Defendant to pay the said money into such Treasury as the District Forest Officer might direct within the time specified And the sale was subject to the ~~former~~ further condition that no timber lots should be permitted to be removed by the purchaser unless it has been paid for in full, calculated at the rates at which the timber is knocked down to him at the time of sale excluding the 10 per cent deposit paid for at the time of sale and that the earnest money should not be adjusted toward the value of timber until 90 per cent of the purchase money over and above the security has been paid.

5. Since the Defendant has affixed his signature to the Lot Roll book, his signature amounts to an admission on his part of his having bought the said lots and of his having accepted the terms of the sale notification. And after the sale was confirmed the Defendant has fraudulently got released from time to time and before the end of May 1934 by the Depot Forester the whole lot of timber purchased by him excepting one log valued at Rs 121-7-0 out of lot No. 139 [illegible] another log valued Rs 34-2-0 out of lot No. 53 without paying the full value of the purchase money but making partial and periodical payments

payments the total of which is R 2,543-1-0 only. So that the balance of purchase money due by the Defendant after the appropriation of R.363/- said towards 10 per cent of the purchase money on the 7th December 1933 and the subsequent payments to the extent of R 2,543-1-0 noted above is R 730-4-0 by the end of May 1934 excluding the earnest of R 200/- which could not then be adjusted.

6. But before the Defendant could obtain release of the said timber it was incumbent on him to have deposited on or before the balance of purchase money, namely, R 730-4-0 excluding the earnest amount of R 200/- into a Government Treasury at the option of the District Forest Officer, Bhadravati Division, by obtaining a chellan for the said amount and returning the same after due certification by the Treasury Officer in token of its having been credited therein. However, he not only failed to perform his part of the contract, namely, to credit the balance of purchase money into a Government Treasury but also without making such valid and authorised payment according to the sale notification, fraudulently, and collusively got the whole timber released by the Depot Forester without way permits excepting 2 logs mentioned above. As the said amount has not been paid by the Defendant within the time fixed, the initial deposit of earnest money has become forfeited to the Government under condition No. 5 of the sale notification.

7. The Defendant is therefore liable at law to pay the plaintiff the sum of R 730-4-0 towards the balance of purchase money as per accounts of the Forest Department and interest thereon at 9 per cent per annum by way of damages as per condition 7 of the sale notification. Yet with-standing demand and notice for the payment of the said amount the defendant has failed to the pay. Hence this suit is filed for its recovery.

8. The cause of action for this suit has arisen on or about 934 the last date fixed for the payment and at Tarikere within the jurisdiction of this Court.

9. The Defendant is thus under liability to pay the Plaintiff or, fraudulent removal of the purchased timber without payment

Towards the balance of purchase money	Rs 730	4
Minus		
The value of 2 logs which are now in the Depot and which have not been removed	155	0
	533	11 0
plus		
Interest thereon by way of damages at 9 per cent per annum from 15-5-1934 up to 15-1-1936.	57	0 0
	671	4

10. Again, the Defendant bid at the auction sale held by the District Forest Officer of Bhadravati at Tarikere on the 15th ~~Rs~~ February 1934 and purchased 22 lots consisting of 258 logs of different species valued at Rs 5,944-10-6 and deposited Rs 200, towards earnest and paid Rs 600/- towards the ten per cent of the purchase money and obtained receipts. The said sale was held in pursuance of Notification No. dated advertise in the Mysore Gazette and by the issue of spare printed copies of the said notification and the timber was knocked down to the Defendant who has signed in the Lot Roll Book of the said sale in token of his purchase of the said quantity of timber and of his liability to pay the purchase money noted therein. This sale was confirmed by the Conservator of Forests, Shimoga on or about 22-2-1934 and the said fact was subsequently communicated to the Defendant.

11. Subsequently to this sale the Defendant has got released

released by the Depot Forester between 6-3-1934 and 12-6-1934 practically the whole of the timber purchased by him excepting 25 logs of the total value of R 514-15-6 without paying the total balance of the purchase in money in full, but, making partial payments only which come up to about 3,627-14-0 So that, the balance of the purchase money due by the Defendant after the appropriation of R 500/- paid towards 10 per cent of the purchase money on the date of sale and the subsequent payments to the extent of R 3,627-14-0 noted above is R 1,716-12-6 by the end of June 1934 excluding the amount of R 300/- which could not then be adjusted.

12. Since this sale was also subject to the conditions similar to those which applied to the sale held in December 1933 and as the obligations mentioned in paras 4, 5 and 6 supra applied to the Defendant with regard to this sale also, he is liable at law to pay the plaintiff the sum of R 1,716-12-6 towards the balance of the purchase money of this sale as per accounts of the Forest Department and interest thereon at 9 per cent per annum by way of damages as per condition 7 of the sale notification. Notwithstanding demand and notice the Defendant has failed to pay. Hence this suit is filed for the recovery

13. The cause of action for this suit has arisen on or about the 15th May 1934 the last day fixed for the payment and at Kandy within the jurisdiction of this Court.

14. The Defendant is thus under liability to pay the Plaintiff for fraudulent removal of the purchased timber without payment.

Towards the balance of purchase money	R 1,716-12-6
minus	
The value of 25 logs which were purchased and which are as in the Depot without removal	R 514-15-6
Balance	R 1,201-16-0

p l u s

interest thereon by way of damages at 9 per cent per annum from the 15th May 1934 up to the 15th Janv. 1936. Rs 180 0 0

TOTAL Rs 1,351 13 0

15. Again, the Defendant bid at the a by the District Forest Officer, Bhadravati Division, at Tarikere on the 19th April 1952 and purchased 7 lots consisting of 54 logs of different species of timber valued at Rs 2,149/- and deposited Rs 200/- towards earnest and Rs 215/- only towards 10 per cent of the purchase money and obtained receipts. The said sale was held in pursuance of notification c. dated advertised in the Mysore Gazette and by the issue of spare printed copies of the said Notification and the timber was knocked down to the Defendant who has signed in the Lot Roll Book of the said sale in token of his purchase of the said quantity of timber and of his liability to pay the purchase money noted therein. This sale was confirmed by the Conservator of Forests, Shimoga on or about and the said fact was subsequently communicated to the Defendant.

16. Subsequent to this sale, the Defendant has got released by the Depot Forester between 7-5-1934 and 25-7-1934 a little more than half of the timber purchased excepting 33 logs of the total value of Rs 812-0-0 without paying the total balance of purchase money in full but making partial payments only, which come up to about Rs 1,130/- only. So that, the balance of the purchase money due by the Defendant after the appropriation of said towards 10 per cent of the purchase money on the date of sale and the subsequent payments to be extent of Rs 1,13 noted above is Rs 504/- by the end of July 1934 excluding the earnest amount of Rs 200/- which could not then be adjusted.

17. Since this sale was also subject to the conditions similar to those which applied to the sale held in December 1933 and February 1934 and as the obligations mentioned in paras 4, 5 and 6 supra applied to the Defendant with regard to this sale also, he is liable at law to pay the Plaintiff the ₹ 804/- towards ~~the balance of the purchase money of the~~ sale as per accounts of the Forest Department and interest thereon at 6 per cent per annum by way of damages as per condition 7 of the sale notification. Notwithstanding demand and notice, the Defendant has failed to pay. Hence, this suit is filed for its recovery.

18. The Defendant is thus under liability to pay the Plaintiff for fraudulent removal of the purchased timber without payment.

Towards balance of purchase money	₹	804	0 0
P l u s			
Interest thereon by way of damages at 6 per cent per annum from 15-5-34 up to 15-1-1936.		120	0 0
		924	0 0
Minus			
The value of 33 logs of timber which are now in the Depot and not removed		812	0 0
TOTAL BALANCE		112	0 0

19. The cause of action for this suit has arisen on or ~~before~~ about the 15th May 1934 the last day fixed for the payment of purchase money/and at Tarikere within the jurisdiction of this Court.

20. For the purpose of court fees the three separate causes of action are valued at R. 671-4-0, R. 1,361-13-0 112--0--0 respectively and separate court fees of R. 68/- R. 110-6-0 and R. 12/- are paid thereon and for the purpose of jurisdiction the suit is valued at the total value of the three causes of action at R. 2,165-1-0

21. The suit is sanctioned by the Government of Mysore and the District Forest Officer, Bhadravati is authorised to act

act on its behalf.

22. The Plaintiff therefore prays that this Hon'ble Court may be pleased to pass a decree in its favour against the Defendant for the above three suit amounts with court costs and current interest and with other relief as this court deems and seem fit in the circumstances of the case.

4522 p 23

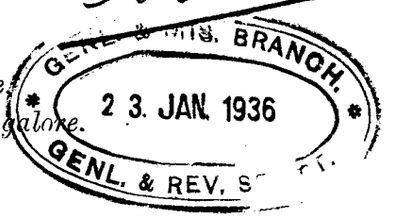
MYSORE FOREST DEPARTMENT.

No. E.177-407-34
Enc. one

OFFICE OF THE CHIEF CONSERVATOR OF FORESTS
IN MYSORE.

Bangalore, dated 22nd January 1936.

3792



FROM

M. MACHAYA, ESQ., B.A. (OXON.),
Chief Conservator of Forests in Mysore,
Bangalore.

To

M.Venkatesa Iyengar, Esq., M.A.,
General *Secretary to the Government*
of H. H. the Maharaja of Mysore,
Bangalore.

Sir,

In continuation of my letter No.E.177-407/34 dated 15th January 1936 forwarding draft plaints in connection with the suits proposed to be filed for recovery of value of timber involved in the Tarikere Timber Depot defalcation case, I have the honor to forward herewith a copy of letter No.28[illegible] dated 16th instant received from th Public Prosecutor, Shimoga Division, and to state that the duplicate copies of the draft plaints referred to therein have been retained by me in view of the original drafts of the same having been sent to you already with my letter adverted to above.

I have the honor to be,

Sir,

Your most obedient servant,

M. Machaya

C11/21-1-36.

Chief Conservator of Forests.

will if advt be sent to
No. (or.
(yes please
7.1.36

Sub? for penal
Justice report called
will be awaited
ISD 29/1

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Copy of letter No.283 dated 16th January 36 from the Public Prosecutor, Shimoga Division, Shimoga, to the Chief Conservator of Forests in Mysore, Bangalore

Adverting to the General Secretary's letter No.P.4401/Law.14-35 dated 7th/8th January 1936, returning the draft plaints in the proposed suits against the timber purchasers from Tarikere timber depot, sent with my letters Nos.264 dated 23-12-35 and 272 dated 5th January 36, directing me to submit the same through you, I have the honor to forward the eight draft plaints in the above matter and to request you to kindly forward the same to the Government for its your opinion.

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hief Conservator of Forests

'SORE FOREST DEPARTMENT.

Case 14-V-35-5

No. E.177-407-34
Enc. three

OFFICE OF THE CHIEF CONSERVATOR OF FORESTS
IN MYSORE.

Bangalore, dated 24th February 1936

FROM

M. MACHAYA, ESQ., B.A. (OXON.),
Chief Conservator of Forests in Mysore,
Bangalore.

To

M. Venkatesa Iyengar, Esq., M.A.,
General Secretary to the Government
of H. H. the Maharaja of Mysore,
Bangalore.

GENERAL SECRETARIAT 24 FEB 1936 BANGALORE

Sir,

In continuation of my letter No.E.177-407/34 dated 14th instant about civil suits proposed to be filed against certain merchants for recovery of value of timber involved in the Tarikere Timber Depot defalcation case, I have the honor to forward herewith copies of the marginally noted papers.

(i) Letter No.nil dated 4-2-36 addressed to this office by the Public Prosecutor, Shimoga Division and copy of his letter No.Nil dated 3/4-2-36 addressed to the Conservator of Forests, Shimoga Circle; and

(ii) Letter No.I.35-365-34 dated 15-2-36 addressed to this office by the Conservator of Forests, Shimoga Circle.

2. The several points on which the Public Prosecutor was requested to offer an opinion are the following:-

(a) How the sum of Rs.1925/- remitted to treasury by the Depot Forester, H. Seetharamiah on the eve of his arrest by the police, has to be appropriated;

(b) Steps to be adopted for recovery of the moneys due from the local merchants;

(c) Whether the proposed suits against the foreign merchants have to be filed in the Mysore or British Courts and whether they have to be filed all at once or only one suit has to be filed as a test case in the first instance to see how it would fare; and

(d) Advisability of filing the suits in this connection.

3. For reasons detailed by the public prosecutor, he is of the opinion that the sum of Rs.1,925/- remitted to the Treasury by the Depot Forester can be safely appropriated towards his civil dues without any legal difficulty and without any objection being raised on the part of the merchants and that in any event the said amount cannot be taken into account in the suits proposed to be filed - against the merchants. The Conservator is however of opinion that there can be no objection to adjust this sum of Rs.1,925/- towards the value of the missing unsold Government timber and I agree with his view of the matter which seems to be correct one. As to whether the local merchants are to be proceeded against under the Mysore Forest Regulation for recovery of the amounts outstanding against them or suits have to be instituted against them for the purpose, both the Conservator and the Public Prosecutor are of opinion that the former course may be adopted and I agree with them in the matter and request that orders may be kindly conveyed for action being taken under Section 79 of the Mysore Forest Regulation in the case of the local merchants except in the case of Mr.L.V.Basappa in connection with which the Conservator's promised final report is yet awaited. The Public Prosecutor has after detailing at some length the difficulties involved in successfully concluding the suits - against the foreign merchants whether they are to be instituted in the Mysore or British Courts, opined that it is expedient to consider whether it would be advisable to file suits in the local courts - against the foreign merchants as they do not possess any property in the Mysore State and as it involves the necessity of having to incur further costs for instituting fresh suits on the basis of decrees obtained in the local courts and that it would be a difficult or even an impossible task for our Government to make out a case before the British Courts that the payments made by the foreign merchants to the hands of the Depot Forester are unauthorised ones and as such not binding on the Government The point raised by the Conservator as to whether the suits against all the merchants have to be instituted simultaneously or only a single suit be instituted as a test case in the first instance in the above circumstances, requires to be considered and is dependent upon how the major question of institution of

the suits is decided.

4. Both the District Forest Officer, Bhadravati Division and the Conservator of Forests are for the reasons stated by them, of the view that it would not be expedient in the interests of the departmental timber revenue to launch civil suits against the foreign - merchants and that the amounts outstanding against them be written off and I agree with them in their opinion- Especially as evidence has been let in to the satisfaction of the Special I Class Magistrate, Chikmagalur, in the Criminal cases launched in this connection, against the Depot Forester to show that practically all the amounts due by them have been paid to the Depot Forester and on that basis he has been convicted on charges of misappropriation of Government money and as ~~opined~~ opined by the Public Prosecutor it is not worth while obtaining decrees against them in our courts as they do not possess any property here and it would be a difficult if not an impossible task to make out a case before the British Courts that the payments made by the above merchants to the Forester are unauthorised and not binding on us. The Conservator and the District Forest Officer however propose to proceed against local merchants for recovery of their dues and action will be taken accordingly except in the case of Mr.L.V.Basappa as stated already, on receipt of final orders of Government in the matter.

I have the honor to be,

Sir,

Your most obedient servant,

C11/22-2-36.

Chief Conservator of Forests.

N.D.

(1) Letter No.nil dated 4th February 1936 from the Public Prosecutor, Shimoga Division, Camp: Chikmagalur, to the Chief Conservator of Forests, Bangalore.

Subject:- Regarding the proposed suits against the merchants who have purchased timber from Tarikere Timber Depot.

With reference to the copy of your letter No.177-407/34, addressed to the General Secretary and forwarded to the Conservator of Forests, Shimoga, I have the honor to forward to you a copy of my camp letter No. nil addressed by me this day to the Conservator of Forests, Shimoga, expressing my considered opinion on the specific points raised by the Conservator of Forests, Shimoga, in his letter No.I.35-365-34/16-1-1936 addressed to me on the point.

Letter No. nil dated 3/4-2-36 from the Public Prosecutor, Shimoga Division, Camp, Chikmagalur, to the Conservator of Forests, Shimoga.

Subject:- Re. Civil suits proposed to be filed against certain auction purchasers of Timber from Tarikere Depot.

With reference to your letter No.I.35-365-34/16-1-1936 and the subsequent reminder dated 27-1-1936, I have the honor to state as follows on the specific points raised in your letter under reference.

1. It is true I have not taken into account the sum of Rs.1925/- which Forester, H.Seetharamiah credited to the Taluk Treasury just before his arrest and which is now under Forest Department. The question, as to which head of account this amount should be credited is not easy of solution as it is beset with legal difficulties. The proposal to adjust it towards the value of missing timber seems to me to be not at all legal in view of the stand taken by the Government in launching the prosecution and the peculiarity of the challan under which it is remitted. As I have already discussed in my letter No. 336 dated 14/19-4-1935 addressed to the District Magistrate of Kadur and the District Forest Officer of Bhadravati laid a complaint before the Police to the effect that a large quantity of timber valued at Rs.10,600/- was missing from the Depot and the said timber has been misappropriated by the Depot Forester by secret and unauthorised disposal between 3-2-1934 and 12-6-1934 without receipt

of its purchase money and Mr.Rangaswamy Iengar the District Forest Officer has amplified in his evidence this aspect of his complaint.

But the method adopted in the investigation into the missing stock and the subsequent placing of charge sheets against the Depot Forester, Seetharamiah in C.C.56/34-35 and C.C.65/34-35 are oppose to the theory of the subject of embezzlement being the timber itself. The complainant's version of theft or misappropriation of the sold timber has been deliberately given up. It was quite within the province of the Police to have charged the Depot Forester, Seetharamiah with theft or misappropriation of timber itself, as the alleged payment of the purchase money was not legal and as it was opposed to the sale notifications and also to have charged the several merchants as abetters of the said offence in collusion with the Depot Forester in order to cheat the Government of its Forest Revenue. If such a course had been adopted, it would have been legal to treat the subject matter of misappropriation as timber and to credit the amount of Rs.1925/- remitted by Seetharamiah into the Treasury towards the value of missing timber. But, that course has been deliberately abandoned and Seetharamiah alone has been prosecuted for embezzlement of purchase money that has come to his hands from the various merchants from time to time and the merchants have given evidence on behalf of prosecution as purchasers of timber who have made valid payments of the sale amounts. Thus, the subject embezzlement in the two cases launched is money and not timber as opposed to the original complaint and it is therefore neither legal nor equitable for the Government now to assume an inconsistent attitude in treating the subject matter of embezzlement as timber itself and to credit or appropriate the amount of Rs.1925/- towards the value of missing timber on the basis that timber purchased, was missed or misappropriated.

Again, in the challan given by the Forester it is stated that the amount is towards the value of Timber collection by him in th auction sale held at Tarikere Depot on..... during 1933-34 vide Lot No. ..... The Forester has not given out the details as to which sales and to which lots purchased, the collection amount he was then remitting to the Treasury referred to and it is not

possible for us to speculate and if the Forest Department accounts are to be correct in the eye of law, it is impossible to predicate with exactitude and accuracy as to which merchant's or merchants' timber this amount should be credited.

There are also difficulties in the way of appropriating this amount towards the balance of dues from the purchasers. For the cause of action against the purchasers arises only when they do not pay the price and remove the timber without paying the full value. Since the payments made by the merchants to the hands of the Depot - Forester have been recognised in the Criminal Court for charging the Forester ~~have been recognised in~~ with embezzlement of Government funds, the foundation for suits against the merchants for balance of purchase money due by them can only be based on the allegation, that the payments made by them to the Forester are not authorised and legal payments binding on the Government. Hence, if in such suits the - amount of Rs.1925/- that has been remitted by the Forester on 25-9-1934 towards the value of timber collection, be credited towards their accounts, the Government must at law be deemed to have recognised the payments to the hands of Forester as authorised and binding and in which case, the foundation for the Civil suits will be taken away So that, the Government will have to assume the unenviable position of blowing hot and cold with the same breath if it should start Civil litigation against the merchants on the score that they did not make authorised payments and yet try to appropriate the amount of Rs.1925/- towards their balances on the allegations that collections made by the Forester were authorised. There is the further difficulty as to whose dues the said amount should be appropriated and in what proportion. The challan under which the Forester remitted the amount to the Treasury is indefinite and does not give particulars. Thus, in any event, the amount of Rs.1925/- can't be taken into account in the suits proposed to be filed against the merchants.

But I should like to offer a suggestion, which appears to be warranted from the course hereto adopted by the Government. The Depot Forester has been prosecuted for and convicted of the offence of embezzlement of timber value that has come into his hands either under law or

usuage. So that, having misappropriated the Government funds he is civilly liable to make good the total amount misappropriated apart from his Criminal liability, and hence, the amount of Rs.1925/- remitted by him to the Treasury can be safely appropriated towards his Civil dues, without any legal difficulty and without any objection being raised on the part of merchants.

2. With regard to the question whether Civil remedy alone is available to recover the dues from the local merchants or whether actions could be taken for its recovery under the Forest Regulation, I have already expressed my opinion in my letter No.336 dated 14-4-1935 addressed to the Kadur District Magistrate that both these courses are open to the Government and that opinion still holds good as the local merchants are amenable to the provisions of the Mysore Forest L The remedy through Civil Courts is manifestly ~~xxxx~~ costlier than recourse to the one under the Forest Regulation and the Government has to make the particular selection which is best suited to the circumstances of each individual defaulter.

3. As regards the advisability of filing suits in the Mysore Courts against the foreign merchants, I have to state that decrees passed in the Mysore Courts against the foreign merchants are not executable in the British Courts unless the merchants submit to the jurisdiction of our Courts by contesting the suits or by expressly consenting to the decrees being passed against them Mere personal service of summons on them, does not, when they fail to appear before our Courts or contest or consent, amount to submission to the jursdiction of our Courts so as to render the decrees passed Ex parte executable outside Mysore. Thus, as the foreign merchants do not possess any property in the Mysore Province, it is expedient to consider whether it would be advisable to file suits in the local Courts since it involves the necessity of incurring further costs by instituting fresh suits on the basis of decrees obtained in the local Courts.

But there is one another matter, which should be carefully considered, before suits are launched against the outside merchants in the respective British Courts, at the outset, without recourse being had to our own costs. The evidence both oral and documentary which has been

so far recorded in the Chickmagalur Magistrate's Court and the method of accounts kept in the Forest Department nemely Form No.10/16 in which the liability of each merchant is reduced as and when future payments are made and when they are credited towards the value of timber already - selected to the extent such future payment covers, notwithstanding sale notification to the contrary (vide District Forest Officer, Mr.Rangaswamy Iyengar's deposition in C.C,No.56/33-34) reveal the significant facts that, in spite of the sale conditions, that the purchase money should be credited in a Government Treasury at the opinion of the District Forest Officer, a custom has sprung up in the Forest Department under which the purchase money is being credited in the Government Treasury sometimes through the Depot Forester (who are not authorised to receive payments) sometimes paid in person without receipts and sometimes sent through cheques issued in the name of Forest Officials and the timber released either wholly or in part through way permits before the actual receipt of money These facts do raise the irresisble inferences that the terms of sale notifications are purely formal and that the proved custom invariably prevails against the sale conditions. It would therefore be a difficult task - I would even say an impossible one for our Government to make out a case before the British Courts that the payments made by the foreign merchants to the hands of the Depot Forester are unauthorised ones and hence as not binding on the Government.

4. As regards the point raised in the last para of the Chief Conservator's letter regarding the deduction of the value of the timber not - removed from the Depot from the gross dues, I wish to point out the provision of Rule No.5 under Chapter VII of the Mysore Forest Manual under the denomination "Timber" at page 131, which says that in cases of re-sales for default of payment of value it is open to the District Forest Officer to fix such price as may appear to him to be reasonable and to proceed for the recovery from the defaulter of the balance, if any, after deducting the price so fixed from the original sale amount. The amount to be fixed by the District Forest Officer is thus an uncertain amount and it largely depends on personal equation. Hence, deduction of the actual value of the timber not removed from the gross dues appears to be a very equitable method to be adopted and the Government does not stand

to loss by the adoption of this method.

5. Lastly with regard to the rough estimate of costs of the proposed Civil suits, I wish to state that in each draft plaint mention is made of the Court fee leviable on the same and to this should be the added Pleader's fee at 5% per cent on the value of each suit and about Rs.5/- for each suit for sundry expenses.

6. I wish to point out further, that, except one suit which can be filed in the Shimoga Sub Judge's Courts, the remaining ones are to be filed either at Chikmagalure or at Narasimharajapura and as the suits are complicated ones, the Government will have to incur extra expenses towards the travelling allowance bill of the Government Pleader of Shimoga in the event he has to handle them on the trial hearing dates.

(2) Letter No.I.35-365-34 dated 15-2-36 from the Conservator of Forests, Shimoga, to the Chief Conservator of Forests in Mysore, Bangalore.

Subject:- Civil suit proposed to be filed against certain auction purchasers of timber from Tarikere Depot.

With reference to your memo No.E.177-407-34 dated the 15th ultimo in the matter referred to above, I have the honor to state that the Public prosecutor, Shimoga, has furnished his opinion in his letter No.nil dated camp Chikmagalur, 3/4th Feb. 1936 addressed to me, a copy whereof has been simultaneously sent to you also. In his opinion there would be legal difficulties in adjusting the sum of Rs.1925/- paid into the Treasury by the Forester either towards the dues of the merchants or towards the value of the missing Government timber His suggestion to appropriate the amount towards the civil dues of the Forester is not quite clear to me. I am of opinion that there can be no objection to adjust the amount towards the value of missing Government timber as at the time the amount was paid into the Treasury by the Forester the fact that he had misused Government timber also had not been discovered. The amount could not be immediately adjusted towards the account of any merchant as the Forester himself did not furnish particulars to show to which account or accounts the same should be credited. It was, therefore, kept under deposit. Now that it is definitely established that he has cheated not only the merchants by

misappropriating the amounts which they paid into his hands to be credited to their accounts in the Depot but also the Government by misusing the stock of Government timber, it is proposed to adjust the amount under the deposit towards the part recoupment of the loss to Government which has priority over the other. This proposal would be consistent with the attitude to be taken by Government in filing civil suits or instituting action under Section 79 of Mysore Forest Regulation against the merchants who unauthorisedly paid the amounts into the hands of the Forester disregarding the sale conditions to suit their own convenience.

As regards the question whether civil remedy alone is available to recover the dues from the local merchants, the Public Prosecutor is definitely of the opinion that these merchants are amenable to the provisions of the Mysore Forest Law and that the remedy through Civil Courts is manifestly costlier than the one under Section 79 of the Forest Regulation. I agree with him in this view and accordingly propose to take action against Messrs. Byrappa, T.C.Basappa and A.S.Siddiah. As regards Mr.L.V.Basappa there is at present, in the Depot, timber to the value of Rs.686-12-0 and a sum of Rs.200/- as deposit at his credit. Since he has admitted before the court that he has not paid for this stock, action under the sale rules themselves can be taken for the recovery of the balance of Rs.754-7-6, due from him. In this connection, I have to state that the sale conditions contain provision for taking action under Section 79, only in respect of sold timber not paid for and not removed from the Depot. The present proposal to take action under the said Section even for the recovery of the value of timber that has been already removed by the purchasers and for which they allege to have paid the value, may not be quite consistent with the conditions of the sale notification. This aspect I presume has been considered by the Public Prosecutor while coming to the conclusion stated above. Irregularity has of course been committed by the merchants themselves in the procedure of making payment contrary to the sale terms. These local merchants three of whom are residents of Tarikere and one of Shimoga, had every facility to pay the amounts into the Treasury and it seems to me that they are mainly responsible for not only violating the sale condition themselves by not in all cases remitting the moneys to Treasuries but also for

setting a bad example to the foreign merchants. Goving through the depc sition of Mr.T.C.Basappa in the criminal case, I suspect that he had much influence over the Forester and the two were under the obligation of each other Mr.Basappa has himself admitted that he once got some timber of his released by the Forester in settlement of a loan of Rs.20/- which the latter had taken from him. The local merchants in this case do not deserve any sympathy.

As regards your enquiry whether the sold timber now in possession of the Department is paid for timber or not and, in the latter event, why the unpaid for portion of it should not be permitted to be removed by the merchants provided they pay the value thereof, I have to state that, according to the versions of the merchants themselves which the criminal court has accepted in the cases launched against the Forester vide the judgment in C.C.Nos. 56 and 65, the entire quantity of Mr.Byrappa's timber is assumed to have been paid for. One complete lot and one log of another lot are similarly said to have been paid for out of Mr.T.C. Basappa's timber. The rest of the latter's ~~xxxxxxxxxxxxx~~ timber and the entire quantities of the unreleased timber pertaining to Messrs. A.S.Siddiah and L.V.Basappa are admitted to have not been paid for. When we have to proceed against them on the assumption that they have not even paid for the timber which they ~~xx~~ have already removed, it may not be correct to demand from them the value of only a portion of the timber which is with us treating them both as defaulters and non-defaulters at the same time

Coming to the amounts due from the foreign merchants, I have to state that by proceeding against them for the recovery of the dues, a host of useful customers through whom our timber used to find its way into markets outside Mysore may be scared away. If the course of legal action would at least be smooth and lead to the recovery of the amounts. it might be considered worthwhile to run the risk of the inevitable adverse effect on the future revenues from timber sales. From the - candid opinion furnished by the Public Prosecutor, the contemplated civil suits would be beset with many difficulties and it may not be possible to bring them to a successful issue. I agree with the present District Forest Officer in his opinion that the interests of the Department and its future revenues would be better served by writing off the

amounts outstanding against these foreign merchants in consideration of the amount of their past business with the Department and the future expectation of more useful and profitable business from them as a result of the magnanimous treatment that is proposed to be extended to them in this case. This partial treatment in the case of foreign merchants seems fair when it is remembered that they have all paid their full dues unsuspectingly into the hands of the Forester mostly through friends or agents since they themselves were residing in places far outside the State and had not got the same facilities as the local merchants to remit the amounts to a Government Treasury.

"Copies"

C11/22-2-36.

Chief Conservator of Forests.

80.

Appendix F G—1]

SUBJECT.....

.....

.....

Section

File No.

Serial No.

D.O No. P 5934

Diary No. of letter replied to.....

To

General and Revenue Secretariat

( )

the *193* .

Date of issue 6.3.36

Signed by Mr. N.R.J.

Copied by

Examined by.....

Dear Mr. Krishna Rao

Connection with the adjustment of Rs 1925 credited to the Treasury by the Amara H. Seema-vanaya on the eve of his arrest by the police, you have discussed the position in your letter no. nil d 3/4-2-36 addressed to the Conservator of Forests Shimoga. On perusal of the arguments put forth use in ~~the~~ it is found ~~I find it very~~ difficult to ~~find~~ ~~the difference~~ pare the difference between adjusting the amount towards the value of missing timber adjustment with or towards the ~~recoverable~~ Civil

duty of the forest, especially as

~~have been~~ the forest's Civil liability seems to arise

~~are~~ on account of the missing timber &c.

This point seems to have been

overlooked & I am desired to

request you to ~~explain yourself~~ more fully make the matter

clear. The matter may

be treated as urgent and

reply sent within

ten days if convenient.

request you to ~~examine the question~~

once more in the light of the

facts now pointed out and furnish

your Considered opinion in the matter.

Yours Sincerely

pnl

4/7

To

B. Krishnaraja Esq BSc BL

Mysore

GOVERNMENT OF HIS HIGHNESS THE MAHARAJA OF MYSORE

General and Revenue Secretariat

/IMMEDIATE./

D. O. No. P. 5934 | Mam 14-35-6 Bangalore, Dated, 5th March 1936.

Dear Mr. Krishna Rao,

In connection with the adjustment of Rs.1925 credited to the Treasury by the Forester, H.Seetharamaiya on the eve of his arrest by the Police, you have discussed the position in your letter No.Nil dated 3/4th February 1936 addressed to the Conservator of Forests, Shimoga. On perusal of the arguments put forth therein, it is found difficult to find the difference between adjusting the amount towards the value of missing timber or adjusting it towards the civil dues of the Forester, especially as the Forester's civil liability seems to arise on account of the missing timber also. I am to request you to kindly make the point clear.

The matter may be treated as urgent and a reply sent within a week at the latest.

Yours sincerely,

B.Krishna Rao, Esq., B.A., B.L.,

Public Prosecutor, Shimoga.

Immediate.

5860

Encl: Nil

Office of the Public Prosecutor Shimoga Division,

Dated, 19th March. 1936. (Camp Chikmagalur)

Encl 11-3-37

From

B. Krishna Rao, Esquire, B.A., B.L.,

Public Prosecutor, Shimoga Division,.

To

M. Venkatesa Iyengar, Esquire, M.A.

General Secretary to the Government of Mysore,

Bangalore.

GENERAL [illegible] BANGALORE

20 MAR 1936

Sir,

With reference to your D.O.No.5934 dated 5/6th March 1936, I have the honour to forward herewith for your kind perusal, the enclosed note explaining my views as to which head of account the amount of Rs.1925/- in deposit should be adjusted and to state that I have endeavoured to explain the difference between the adjustment of the amount to the value of missing timber and that towards Civil liability of Seetharamiah on account of misappropriation of purchase money based on the evidence on record in the criminal cases so far launched.

I regret for the unavoidable delay in the submission of this note as I have been continuously engaged in Sessions work from 24th February 1936 outside my Head-Quarters.

I have the honour to be,
Sir,
Your most obedient servant.

B. Krishna Rao

Public Prosecutor,
Shimoga Division.

Note on the question whether the amount of1925/- deposited by Forester could be appropriated towards the value of Missing Timber or the dues of defaulting ~~xxx~~ purchasers.

1. Seetharamiah has been convicted in C.C.56 and C.C.65 on the score that he received different sums of purchase money from the local and foreign merchants who bid at the Tarikere Depot Sales and who purchased varied quantity of timber and that he mis-appropriated the said amount by not crediting them into the Government Treasury and by not bringing them into the cash book of the Deport. Since his conviction is up-held by the Sessions Judge, the fact of Mis-appropriation by him of the said amounts is well established beyond doubt and though he is not sued in a Court of Law, his civil liablility to make good the mis-appropriated purchase meney is manifest and he has therefore become a debtor of the Government fully to the extent of the amounts mis-appropriated.

2. But it cannot be said that Seetharamiah's civil liability for the full value of Government timber which has been missed from the dppot has been completely established. It is no doubt true he has been prosecuted for having mis-appropriated Government timber entrusted to him in his official capacity and convicted him in C.C.Nos.84 and 85 of 34-35 and the said convictions are confirmed by the Sessions Judge.But this does not establish his mis-appropria tion of the total quantity of timber found missing from the depot and does not establish his civil liability for the total quantity of missing timber

3. C.C.85 relates to the Criminal breach of trust of timber of the Depot appertaining to the year 1933-34 and the charge sheet is ~~xxxx~~ confined to 53 logs only out of the total ~~xxx~~number of ~~152~~ 152 logs of the year 1933-34 mentioned in the shortage list of timber, namely Ex-P-1(b). It may also be noted that none of the other 99 logs appertaining to the year 33-34 have been discovered or recovered and it cannot be said that his civil liability for the said 99 logs has been now fully established although the Government can establish the same either by further Criminal Prosecution or

by instituting a civil suit in the same matter. Hence it cannot be said that Seetharamiah is now a debtor to the extent of the value of 99 logs now found missing from the depot. Of the above said 53 logs, excepting log No.4070/878 which was received in May 1933, the rest were received in Tarikere Depot in October and November 33. None of these did exist in the depot in September 1934 when Mr. M.G. Venkata Rao the new D.F.O Bhadra-rathi checked the stock of the logs The evidence has establishe that Seetharamiah released these logs to one Munisámy Modaliar of Tarikere for and on behalf of his son Radhakrishna Modaliar and the former who was a co-accused with Seetharamiah has been acquitted. Munisamy Modaliar has removed them from the Depot and has disposed of them The evidence has established that the said Mudaliyar booked 28 logs to Chitoor and 26 logs to Vaniyam-body on 26-11-33 and 29-11-33 respectively, Of these the latter 26 logs are said to have been sold for Rs. 726-1-0. But as the Learned Magistrate has held in para 28 of the Judgment in C.C. 85 there are no materials to show that at what rates these logs were sold from the Depot and that what amounts were recovered. The retail rates being higher than the selection rates it can be said that a person like Munisamy Mudaliyar who had an eye on profit would only purchased at selection rates and what the seclection rates of the logs in question are is not known.

4. Besides Tharikere Depot is a major depot into which fresh timber would be arriving almost daily and in large numbers. As the Learned Magistrate has concluded in Para of 17 of the Judgment in C.C. 85, the stock register of the depot is so imperfectly written that the carrying forward of the undisposed stock to the new year at the end of each official year has been almost in abeyance from the depot. The accused has made an attempt to hide the shortage by ignoring 619 logs out of stock at the end of June 34 and the stock of 33-34 has not been renumbered at all for 34-35 even so late as September 34. So that it would be possible to set up at a casual inspection that the logs present in the depot, though they are new arrivals represent the old ones which have been previously misappropriated

or missed, There is nothing to show that the 99 logs which are missing were mis-appropriated after 26-11-33 and 29-11-33 and as it is possible that these might have been missed prior to the mis-appropriation of the 53 logs which are the subject matter of C.C. 85, it would not be legal to appropriate the amount of Rs.1925/- towards the value of these 53 logs, since Section 61 of he Indian Contract Act provides that where neither party makes any appropriation at the time of payment the payment shall be applied indischarge of the debt in the order of time whether they are or are not barred by the Law in force for the time being as to the limitation of suits.

5. C.C. 84 relates to mis-appropriation of two Honne logs bearing Nos .246 and 248 respectively of the year 1933. The auditing of the Depot books by the D.F.O. Mr.M.G. Venkata Rao and the auditor Mr. K. Raja Iyengar have disclosed a shortage of 445 logs of the year 32-33 and the charge sheet in this case is confined only to the above two logs. These two logs reached Tarikere Depot from the Jungle Depot at Hebbe on 15-5-32 and 7-6-32 and they were numbered as 3737 and 3875 at the Tarikere Depot for the year 31-32. They were in stock at the end of that official year and were carried forward for the next official year and were re-numbered as 246 and 248 in the books. The evidence discloses that these logs were taken from the depot by Munisamy Modaliar for and on behalf of his son Radhakrishna Mudaliyar and Seetharamiah released them on 5-9-32 and Munisamy Mudaliyar has disposed of the logs to one Manikya Chetty for 138-12-0. But on the date of release by Seetharamiaya there was no special selection contract at all. And the rates for retail sales were sanctioned by the Government on 9-11-32 i.e. subsequent to the transaction in question, and there is nothing to show what was the retail rate at the time of release. There is no evidence to show whether the sale of the two logs in question was by retail sale or on special Selection basis. But the Learned Magistrate has observed in para 22 of the Judgment that the sale must have been at selection rates and in anticipation of Government sanction. So that what the actual value of these two logs was at the time of release is left in doubt and

uncertainty. However it is known that out of the remaining 443 logs of the year 32-33, 134 logs were missed or misappropriated between 13-9-32 and 2-8-1933 after the above two logs were misappropriated. As observed in para 4 supra it is possible and probable that the remaining 309 logs which are not traced were mis-appropriated either prior to the missing of the above two logs or that some of them may have been missed prior to and some missed subsequent to the rate of disposal of the two Honne logs in question. However Seetharamiah has not been prosecuted for the misappropriation of the remaining 443 logs and convicted therefor. His liability for the value of the said logs is not yet fully established and may be established later on. Since he can be considered to be a debtor to the Government to the ~~full~~ value of these 443 logs only after the establishment of the complicity in the mis-appropriation thereof, it is now pre-mature to appropriate the amount of Rs.1925/- in deposit towards ~~their~~ their value

3 Moreover it is not legal to appropriate the amount of Rs.1925/- either towards the value of 53 logs, the subject matterof C.C.85 or towards the value of two Honne logs the subject matter of C.C.84 for, under the challan for crediting Rs.1925/- into the Government Treasury on 25-9-34 the said amount has been credited by Seetharamiah towards the value of timbe collection by him in the auction sale held at Tarikere Depot on ..... during 33-34 vide lot No.....and the appropriation thereof towards the value of missing timber which are the subject matter of C.C.84 and 85 is therefor plainly opposed to the provisions of Section 59 of the Indian Contract Act which provides that where a debtor owing several distinct debts to one person makes a payment to him either with express intimation or under circumstances implying that the payment is to be applied to the discharge of some particular debt, the payment if accepted must be applied accordingly.

7. There is one other difficulty which has been mentioned

by me in my previous letter though though not so fully and which stands in the way of crediting this amount towards the balance of any of the particular auction purchasers. For, when a debtor makes payment towards his distinct debts due to the same creditors without specifying the particular item of debts to which it should be appropriated then, under Section 61 of the Indian Contract Act the Law appropriates it to the earliest of the debts in point of time which is then due whether barred or not barred by limitation. Since Seetharamiah has credited the amount generally towards the timber collections made by him in the matter of the auction sales held at the Tarikere Depot during 33-34 without specifying the date of sale or the purchasers or the lots purchased, no intention could be infered from the said credit as to which purchasers' dues he intended that amount of credit should be appropriated. Hence, the crediting or appropriation of the said amount should be towards the dues of the several defaulting purchasers according to the priority of their dues and as some are indebted in smaller amounts and in some in larger amounts and as the dates of dues are also different the arithmatical appropriation made in terms of Law may probably result in the wiping out of some of the smaller debts in their entirety or in the partial wiping of all the debts in different proportions, in which case, the adjustment of the several defaulters' accounts becomes complicated and uncertain.

8. It seems therefore undesirable and inadviseable to credit or appropriate the amount 1925/- either towards the dues of any of the auction purchasers or towards the value of the logs which are the subject matter of C.C.84 and 85 and its appropriation towards the civil dues of Seetharamiah arising out of of his embezzlement of purchase money which formed the subject matter of C.C. 56 and 65 seems to be the best couse to be pursued as I have already mentioned in my previous letter .

B Krishna Rao
Public Prosecutor,
Shimoga Division.

Date.19th March,36,
Camp,Chikmagalur.

GOVERNMENT OF HIS HIGHNESS THE MAHARAJA OF MYSORE

General and Revenue Secretariat

No. P6961

Dated, Bangalore, 21st April 193 6

From

The *General Secretary to the Government of His Highness the Maharaja of Mysore.*

To

The Chief Conservator of Forests in Mysore,
Bangalore.

Sir,

With reference to the correspondence ending with your letter No.E.177-407-34 dated 22nd January 1936 regarding the proposed civil suits for recovery of value of timber involved in the Tarikere defalcatuon case, I am directed to request that the depositions of the official witnesses and those of such of the merchants as have been examined in the Criminal Cases may kindly be obtained and sent immediately for further examination of the question. Meanwhile if the timber sold to the foreign merchants and seized in connection with the criminal cases have not been returned to the parties as yet, necessary instructions may be issued not to deliver the same until the suits are filed and necessary orders for attachment etc., are obtained after the re-opening of the Courts in May 1936.

I have the honour to be,
Sir,
Your most obedient servant,

for General Secretary to Government.

ACH.2.

Appendix F G—1]

SUBJECT.....

.....

.....

Section Law

File No. 14-35

Serial No. 8

iary No. of letter replied to.....

No. P6961

To He C.C.A.

General and Revenue Secretariat

( )

the *193* . .

Sir,

I am directed to refer to the correspondence ending with your letter No. E. 177-607-34 dated 22.1.36 regarding the proposed Civil suit for recovery of value of timber involved in the Tarikere defalcation case, and am directed to request that the depositions of the official witnesses and those of such of the subordinates as have been examined in the Criminal Case may kindly be obtained and sent immediately for further examination of the question.

Meanwhile, if the timber sold to

Date of issue.....21.4.36.....

Signed by .....

List of enclosures.....

Copied by .....

Examined by.....

WD 03601—GPB—30,000—23-9-35

the foreign merchants and ~~their~~ [illegible]
agents in connection with the
Criminal Cases have not been
returned to the parties and as yet
~~the~~ place, necessary instructions
may be issued not to deliver
the opium until the suits are filed & necessary orders for disposal
of the
for the re-opening of the Courts in May 1936

I have etc

[illegible]
for Secretary

2/4

2012-1938
P 38

MYSORE FOREST DEPARTMENT.

No. E.177-407-34
ENC.

OFFICE OF THE CHIEF CONSERVATOR OF FORESTS
IN MYSORE.

Bangalore, dated.....11th.....May.....1936
12th

Law 14-35-9

FROM

M. MACHAYA, ESQ., B.A. (OXON.),
Chief Conservator of Forests in Mysore,
Bangalore.

To

M.VENKATESA IYENGAR, Esq., M.A.,
General *Secretary to the Government*
of H. H. the Maharaja of Mysore,
Bangalore.

12 MAY 1936 pm

Sir,

Adverting to your letter No. P. 6961 dated 21st April 1936 regarding the proposed Civil Suits for recovery of value of timber involved in the Tarikere defalcation case, I have the honour to forward herewith a copy of letter No. I.35-365-34 dated 5th-7th May 1936 from the Conservator of Forests, Shimoga Circle, stating that the timber seized in connection with the criminal cases is reported to have been released in June and July 1935 to the respective merchants and that copies of the depositions of all official and non-official witnesses which have been sent to the Sessions Judge, Shimoga, will be got back and forwarded to me. These papers will be duly forwarded to you as soon as they are received in this office.

In regard to the value of timber outstanding against Mr. L.V.Basappa, one of the local merchants, against whom it is not proposed by the Public Prosecutor to file any civil suit (vide para 4 of letter No. I. 35-365-34 dated 8th January 1936 from the Conservator of Forests - copy of which has been forwarded to you with this office letter No. E.177-407-34 dated 15th January 1936) the Conservator of Forests has intimated in his letter No. I. 35-365-34 dated 29th April/1st May 1936 (copy of which is enclosed herein) that the merchant has agreed in writing to pay up his dues in full within a month and remove his timber from the Depot.

I have the honour to be,

Sir,

Your most obedient servant,

M Machaya

Chief Conservator of Forests.

F.T.C

Conservator's letter No. I.35-365-34 dated 5th/7th May 1936.

Re: question of filing civil suits against merchants in the Tarikere Depot defalcation case.

With reference to your memo No. E.177-407-34 dated the 24th ultimo forwarding a copy of the General Secretary's letter No. P. 6961 dated 21st idem in the matter referred to above, I have the honour to state that the timber seized in connection with the criminal cases is reported to have been released in June and July 1935 alone to the respective merchants.

As regards copies of depositions of all official and non-official witnesses, the typed copies of this office were spared for the First Class Magistrate for submission to the Sessions Judge, Shimoga, in connection with the appeal preferred by the accused. The former has on my requisition for the same, addressed the latter to return the copies direct to my office. They will be sent up to you as soon as they are received.

Conservator's letter of 29th April/1st May 1936.

Re: Timber dues of Mr. L.V.Basappa to Tarikere Depot.

With reference to the correspondence ending with your D.O. letter No. E.177-407-34 dated the 15th instant in the matter referred to above, I have the honour to state that Mr. L.V.Basappa has agreed to pay up his dues in full within a month and remove all his timber from the Depot. The Mutchalika executed by him on the 21st instant in this behalf is enclosed herein for your kind perusal and return. Under the peculiar circumstances of the case the question of interest has not been raised.

M. Macha

hief Conservator of Forests.

7318 P 33

MYSORE FOREST DEPARTMENT.

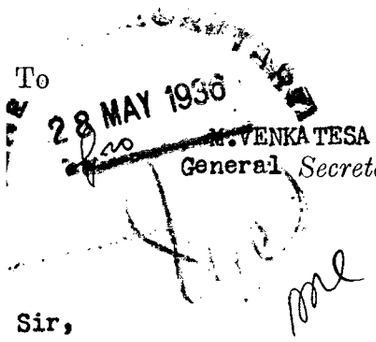
No. E.177-407-34
ENC.

OFFICE OF THE CHIEF CONSERVATOR OF FORESTS
IN MYSORE.

Bangalore, dated.....27th May.....*193* 6.

FROM

M MACHAYA, ESQ., B.A. (OXON.),
Chief Conservator of Forests in Mysore,
Bangalore.



To

M.VENKATESA IYENGAR, Esq., M.A.,
General *Secretary to the Government*
of H. H. the Maharaja of Mysore,
Bangalore.

Sir,

In continuation of this office letter of even number dated 12th May 1936 regarding the proposed civil suits for recovery of value of timber involved in the Tarikere defalcation case, I have the honour to forward herewith a copy of letter No. I. 35-365-34 dated 25th May 1936 received from the Conservator of Forests, Shimoga Circle, stating that the report called for from the District Forest Officer, Bhadravati Division, has not yet been received, that the entire records of the cases have been sent to the High Court for reference in connection with the appeal filed by the accused person - H.Seetharamiah and that in the circumstances it is doubtful whether copies of depositions will be available till the appeal is disposed of.

I have the honour to be,

Sir,

Your most obedient servant,

M. Machaya

Chief Conservator of Forests.

With reference to your letter No. E.177-407-34 dated the 22nd instant in regard to the timber dues of Mr. L.V.Basappa and copies of depositions required for reference, I have the honour to state that the report called for from the District Forest Officer re: the dues of Mr. Basappa has not yet been received. He has been reminded in the matter again.

The Sessions Judge has informed that the typed copies of depositions were returned by him to the First Class Magistrate, Chikmagalur, on 27th March 1936. I have again written to the latter to arrange for the early return of the copies pointing out that they are urgently required by Government. However, through a copy of the letter written by him to the District Superintendent of police, Chikmagalur, and received in my office through the District Forest Officer, it is learnt that H.Seetharam ah has preferred an appeal to the High Court and that the entire records of the cases have been sent up to that court. This fact has been reported to you direct by the District Forest Officer, Bhadravati, in his memo No. 2170-72 dated the 20th instant. In these circumstances, it is doubtful that the typed copies of depositions will be available till the appeal is disposed of.

Chief Conservator of Forests.

7464 P 1935

MYSORE FOREST DEPARTMENT.

No. E.177-407-34
Enc. One file

OFFICE OF THE CHIEF CONSERVATOR OF FORESTS
IN MYSORE.

Camp via *Bangalore, dated*.....4th June.....1936.
5-15 June 36.

FROM

M. MACHAYA, ESQ., B.A. (OXON.),
Chief Conservator of Forests in Mysore,
Bangalore.

Law 14.35.-10

To

M.VENKATESA IYENGAR, Esq., M.A.,
General *Secretary to the Government*
of H. H. the Maharaja of Mysore,
Bangalore.

- 6 JUN 1936

Sir,

In continuation of my letter of even number dated 28th May 1936 regarding th proposed civil suits for recovery of value of timber involved in the Tarikere Depot defalcation case, I have the honour to forward herewith copies of the depositions o the official and non-official witnesses in criminal cases Nos. 56 and 65 of 34-35 he file of the Special I Class Magistrate, Chikmagalur, which were since receiv from this office from the Conservator of Forests, Shimoga Circle.

ave the honour to be,

Sir,

Your most obedient servant,

M. Machaya

Chief Conservator of Forests.

7556
P 635

MYSORE FOREST DEPARTMENT.

No.E.177-407-34
Enc. one.

OFFICE OF THE CHIEF CONSERVATOR OF FORESTS
IN MYSORE.

Bangalore, dated 10th June *1936*.

Fro

M. MACHAYA, Esq., B.A. (Oxon.),
Chief Conservator of Forests in Mysore,
Bangalore.

To

M. Venkatesa Iyengar, Esq., B.A.,
General *Secretary to the Government*
of H. H. the Maharaja of Mysore,
Bangalore.

GENERAL DEPARTMENT
10 JUNE 1936

Sir,

In continuation of my letter of even number dated 5th intant regarding the proposed civil suits for recovery of value of timber involved in the Tarikere Depot defalcation cases, I have the honor to forward herewith copy of letter No.I.35-365/34 dated 28th May/3rd June 1936 received from the Conservator of Forests, Shimoga Circle.

I have the honor to be,

Sir,

Your most obedient servant,

M. Machaya

C11/8-6-36.

Chief Conservator of Forests.

Intd for perusal

No comm[illegible] has been received

TSD 23/6

Copy of letter No.I.35-365-34 dated 28th May/3rd June 36 from the Conservator of Forests, Shimoga, to the Chief Conservator of Forests in Mysore, Bangalore.

In continuation of my letter of even number dated the 25th instant regarding the question of filing civil suits against the merchants connected with the Tarikere Depot case, I have the honor to state that the typed copies of depositions of all official and non-official witnesses in C.C.Nos.56 and 65 of 34-35 received in my office on the 28th instant from the Special First Class Magistrate, Chikmagalur, have been separately forwarded to you by registered post. The receipt of the same may be kindly acknowledged.

Depositions of witnesses in C.C.Nos.84 and 85 have not been sent as the cases relate to missing Government timber and not to the defalcation of moneys recovered from merchants.

C11/8-6-36.

Chief Conservator of Forests.

GOVERNMENT OF HIS HIGHNESS THE MAHARAJA OF MYSORE

General and Revenue Secretariat

No. P 8653

Dated, Bangalore, 26th June 1936

29

From

The *General Secretary to the Government of His Highness the Maharaja of Mysore.*

To

The District Magistrate,

Kadur District.

Sir,

With reference to the correspondence ending with this office memo No P.714-13 dated 25th June 1935 regarding filing of suits for recovery of value of timber involved in the Tarikere Timber Defalcation Case, I am directed to request that the entire records relating to the four marginally noted criminal cases may kindly be obtained and sent immediately for reference and return.

C.C.5606 of 34-35 C.C.65 of 34-35 C.C.84 " 34-35 C.C.85 "	On the file of Special First Magistrate, Chickmagalur.

I have the honour to be,

Sir,

Your most obedient servant,

pp

for General Secretary to Government.

JSD

Appendix F G—1]

SUBJECT.....

.....

.....

Section Law

File No. 14-35

Serial No. 11

No. P 8653/—

Diary No. of letter replied to.....

To

Mr D M Kader

General and Revenue Secretariat

( )

the *193*

Sir,

Date of issue 29/6/36

Signed by .....

With reference to the Correspondence ending with this office Memo no. W.P. 744-13 dt 25.6.35 re filing of suits for recovery of value of timber involved in the Tarkee timber degazetting Case, I am directed to request that the entire records relating to the marginally Criminal Case ~~launched in Connection with the Tarkee timber degazetting~~ may kindly be obtained sent immediately for reference and return

I have etc

for

CC 560 of 34-35 online
CC 65 of 34-35 filed
CC 84 } of 34-35 1st appln
CC 85 } of 34-35 chittagong

List of enclosures.....

Copied by .....

Examined by.....

26/6 for Secy

BD 26/6

WD 03601—GPB—30,000—23-9-35

GOVERNMENT OF HIS HIGHNESS THE MAHARAJA OF MYSORE

General and Revenue Secretariat

No. P 8651

Dated, Bangalore, 27th June 1936

From

The *General Secretary to the Govern*
the Maharaja of Mysore.

To

The Chief Conservator of Forests in Mysore,
Bangalore.

Sir,

With reference to the correspondence ending with your etter No.E.177/407-34 dated 5th June 1936 forwarding copies of depositions in C.C.56 and 65/34-35 on the file of the Special First Class Magistrate, Chickmagalur, I am directed to forward herewith copy of the Government Advocate's note of 24th June 1936 in the matter and to state that District Magistrate, Kadur has been requested to send the entire records in the four criminal cases referred to - I am to request that you to depute an officer well acquainted with the facts of the case to meet the Government Advocate and help him in the examination of the records so as to facilitate him in giving his opinion regarding the question of taking legal action against the foreign merchants concerned.

I have the honour to be,
Sir,
Your most obedient servant,
(Sd) M
General Secretary to Government.

P-8652
Cop

Appendix F G—1]

SUBJECT.....

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Section Law

File No. 14/21

Serial No. 12

Diary No. of letter replied to.....

No. P. 8651/Gen 1

To

The C. S. T.

General and Revenue Secretariat

( )

the *193*

Sir,

Date of issue 29/6/35

Signed by

With reference to the correspondence ending with your letter no. S. 177/107-34 dated 5th June 1935 forwarding copies of depositions in C.C. 56 and 65/1935 on the file of the Spl. I class Magte Ichangalam I am directed to request you to depute an officer well acquainted with the facts of the case to meet the Legal Adviser and help him in the examination of the witnesses so as to facilitate him in giving his opinion as to whether the question of taking legal action against the foreign merchant vessel is barred by limitation in the Case concerned.

forward herewith copy of the Govt Advocate's note of 24.6.35 in the matter and to state that a duplicate has been requested to be sent the entire record in the four criminal cases referred to — Law to request you

List of enclosures.....

Copied by.....

Examined by.....

WD 03601—GPB—30,000—23-9-35

No. P. 8652/— MP 26/6 Sir Gen Secy

Copy to the G. Ad

143 p836

Court of the Special First Class Magistrate,
Chikmagalur,
Dated, Chikmagalur the 4th July, 1936.

From

The Special First Class Magistrate,

Chikmagalur.

To

The General Secretary

to Government of Mysore,

Bangalore.

H. 7
36.37

Sir,

GENERAL
6 JULY 1936

I have the honour to state that the entire file of records togetherwith exhibits in the Tarikere Timber Defalcation cases, in C.C.Nos. 56,65,84 and 85 of 34-35 (Government Vs. H.Seetharamiya) on the file of this Court, have been submitted to your office, this day in ten bundles as called for in your No.P.8653/Law.14-35-11 dated 29-6-36 by Registered post, separately,/ and to request that the receipt of the same may kindly be acknowledged.

I have the honour to be,
Sir,
Your most obedient servant.

Special First Class Magistrate,
Chikmagalur.

Bytken Pol Police Station
Received on
24 JULI 1936

To

The Ch Secretary
to the Gr ~~Hyderabad~~
Bangalore

The undersigned begs to represent as follows:-

The account books concerning his shop were seized by the Police of Tarikere in connection with the "Timber defalcation Case of Tarikere Forest depot" and were produced before the Spl 1st Class Magistrate Tarikere. Though the petitioner made several representations to the Court to return the books, they were not returned as an appeal in the case was pending before Sessions Court. These books were required by him as he had to prepare the ~~Income~~ Income tax returns. Since he could not furnish the ~~I Coff~~ I.T details to the account books being held up in the Court, an arbitrary sum of Rs 400/- was assessed on him last year.

Your petitioner has to prepare the IT returns for the current year as he has received the Form No 7 " and send it on before the ~~end~~ 15th instants of next month.

Your petitioner learns that the records together with the exhibits (books etc) have been called for by the Government for examination and perusal by the Government. So he requests the government to kindly return the his account books at an early date. The petitioner begs to remain Sir,

Your most obedient servant

Tarikere
23-7-36

Tilakchand,
Illegible
Cloth merchant
Tarikere

652 / P 83 x

MYSORE FOREST DEPARTMENT.

No. E.177-407-34
Enc.

OFFICE OF THE CHIEF CONSERVATOR OF FORESTS
IN MYSORE.

Bangalore, dated.....25th July 1936.

FROM

M. MACHAYA, ESQ., B.A. (OXON.),
Chief Conservator of Forests in Mysore,
Bangalore.

To

M. VENKATESA IYENGAR, Esq., M.A.,
General *Secretary to the Government*
of H. H. the Maharaja of Mysore,
Bangalore.

27 JULY 1936

Sir,

In continuation of para 2 of my letter of even number dated 12th May 1936 about the value of timber outstanding against L.V. Basappa, Timber Merchant, Tarikere, in connection with the Tarikere Depot irregularities, I have the honour ~~to honour~~ to forward herewith for the perusal of Government a copy of letter No. I.35-365-34 dated 21st July 1936 received from the Conservator of Forests, Shimoga Circle, informing that the party has failed to pay up his dues within one month in terms of the mutchalika executed by him or at least before the close of the last official year and that the District Forest Officer, Bhadravati Division has reported that the defaulter's timber will be sold at his risk in the next auction sale and action taken for the recovery of the deficit, if any, that might result in the resale.

I have the honour to be,

Sir,

Your most obedient servant,

M. Machaya

SS. Chief Conservator of Forests.

Copy of the enclosure:

Adverting to the correspondence ending with your letter No. E.177-407-34 dated the 22nd May 1936, in regard to the dues of Mr.

L.V.Basappa to the Tarikere Depot, I have the honour to state that the merchant has failed to pay up his dues within one month from the date of the Mutchalika executed by him or at least before the close of the official year. The District Forest Officer has reported that the timber will be resold at the defaulter's risk in the next auction sale and action taken for the recovery of the deficit if any, that might result in the sale.

Chief Conservator of Forests

Appendix F G—1]

SUBJECT.....

.....

.....

Diary No. of letter replied to..... .....

neral and Revenue Secretariat

( )

the *193*

Date of issue 7/8/36

Signed by M. N. R. J. Rao

List of enclosures.....

Copied by .....

Examined by.....

Section Law

File No. 14-35

Serial No.

No. P 770/Gen 10 bundles of records sent by Registered Post

To

The S/M 1st Class Magistrate

Chalakudy

Sir,

I am directed to return herewith the ten bundles of records connected with the Tarikere Timber Defalcation Cases sent with your letter No. H. To. 7 36-57847-36 ~~are no longer required in this office~~

I have the:

post

6/8 for Gen. Secy.

WD 03601—GPB—30,000—23-9-35

Appendix F G—1]

SUBJECT.....

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Diary No. of letter replied to.....

General and Revenue Secretariat

( )

the *193*

Date of issue 6.8.36

Signed by Mr. N.R.J. Rao.

List of enclosures.....

Copied by .....

Examined by.....

Section Law

File No. 14-38

Serial No.

No. P.1000 Endorsement

To

With reference to his letter dt 23-7-36, M/s Walchand & Co medmal magniram & Co cloth merchants, Tarakeri, hereby informed that the Records connected with the Tarakera Timber Defalcation Case have been returned to the S.M.I. 1st class magistrate Chikmagalur who may therefore be approached in the matter

NRL
-8-36 for Gen

To

M/s Walchand

Medmal Magniram & Co

Cloth Merchant

Tarikere.

GOVERNMENT OF HIS HIGHNESS THE MAHARAJA OF MYSORE

General and Revenue Secretaria

Bangalore, Dated, 7th August 1936

No. P 1004

From

The *General Secretary to the Government of His Highness the Maharaja of Mysore.*

To

The Chief Conservator of Forests in Mysore,
Bangalore.

Sir,

Subject:- Tarikere Timber [illegible]cations
Recovery of dues [illegible]rom local
merchants - Messrs [illegible].V.Basappa,
Siddia and Byrappa.

With reference to your letter No.E.177-407-34 dated 25th July 1936, I am directed to enquire whether any and if so what action has been taken so far for recovery of money due from the other two local merchants viz., Messrs. Byrappa and Siddia.

I have the honour to be,
Sir,
Your most obedient servant,

for General Secretary to Government.

psk-2

Appendix F G—1]

SUBJECT.....

.....

.....

Section Law

File No. 14-35

Serial No.

To CC 7

Diary No. of letter replied to.....

No.

To

The C. C. 7

Sir

~~In continuation of this office letter~~ ~~No 8601, D 29-6-36,~~ I am directed to ~~invite~~ your kind attention to the matter of ~~a proposed civil suit in connection with the Tarikere Timber Depalcet~~ enquire whether ~~case, and to request what~~ to file suit action has been taken against the local merchants for recovery of Value of timber ~~outstanding against~~ them. I have et

For Genl Sec

6/8

General and Revenue Secretariat

the ——— 193

In reference to your letter No. C 177-407-34 Dated 25 July 1936

Date of issue.....

~~Reference~~

Signed by.....

I am directed to enquire whether any ~~action~~ & if so what action has been taken so far for recovery of money due from the other two local merchants Messrs Bopaiah & Siddia.

List of enclosures.....

Copied by .....

7/8

Examined by.....

WD 03601—GPB—30,000—23-9-35

Mr. M. VENKATESA IYENGAR, M.A.
General Secretary to Government.

PUBLIC OFFICES, BANGALORE,

Dated....20th.....August.....1936.

21

D.O. No. P 1350

Dear Mr. Machaya,

With reference to your D. O. letter No. E.177-407-34 dated 15th August 1936 requesting early orders of Government regarding the proposed suits for recovery of value of timber involved in the Tarikere Depot defalcation cases, I am to invite your kind attention to my letter No. P.1001 dated 8th August 1936 enquiring about the action taken by you so far towards the recovery of moneys due from the local merchants. An early reply to that letter is requested.

Yours sincerely,

M. Machaya, Esq., B.A.,
Chief Conservator of Forests in Mysore,
Bangalore.

psk-2

Appendix F G—1]

SUBJECT .....

.....

.....

Section

File No

Serial No.

Diary No. of letter replied to ..... D. No P 1357

To Dear Mr Machiaya

With reference ~~In reply~~ to your

D.O. letter No. E.177-407-34

Dated 15 August 1936 regd

~~For~~ early orders of Govt regarding

the proposed suit for recovery

of value of tubes involved in

the Tarikere Depot-defalcation

cases, I am to invite your

kind attention to my ~~office~~

letter No: P 1001 dated 8 August

1936 enquiring about the

action taken by you so far towards

~~the~~ recovery of moneys due from

the local merchants ~~[illegible]~~ An

early reply to that letter ...

General and Revenue Secretariat

( )

the 193 .

Date of issue 21-8-36

Signed by Mr. M.V.J.

List of enclosures .....

Copied by .....

Examined by .....

WD 71—GPBM—40,000—20-7-31.

Requested

Yours Sincerely

Dec 2018

M Machaya Esq

1184 p 336

MYSORE FOREST DEPARTMEN

No. E.177-407/34
Enc.

OFFICE OF THE CHIEF CONSERVATOR OF FORESTS
IN MYSORE.

Bangalore, dated 20 7h August *193* 6.

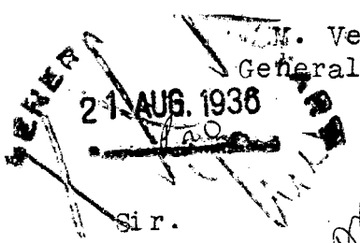
Law 15-35-13

FROM

M. MACHAYA, ESQ., B.A. (OXON.),
Chief Conservator of Forests in Mysore,
Bangalore.

To

M. Venkatesa Iyengar, Esq., M.A.,
General Secretary to the Government
of H. H. the Maharaja of Mysore,
Bangalore.



Sir.

With reference to your letter No.P.1001/Law.14-35 dated 7th/8th instant enquiring whether any and if so, what action has been taken so far, for recovery of money due from the other two local merchants viz., Messrs. Byrappa and Siddia in connection with the Tarikere Depot Defalcations, I have the honor to forward herewith, copy of letter No.I.35-365-34 dated 18th instant received from the Conservator of Forests, Shimoga Circle, stating that no action has been taken in the circumstances detailed therein, to proceed against any of the three remaining local merchants viz. Messrs. T.C.Basappa, A.S.Siddiah and Byrappa, for recovery of the moneys due from them and to state that a copy of the Conservator's letter of 15th February 1936 referred to in his present letter has been forwarded to you with this office letter No.E.177-407-34 dated 24th February 1936.

I have the honor to be,

Sir,

Your most obedient servant,

M Machaya

Chief Conservator of Forests.

C11/19-8-36.

Letter No.I.35-365-34 dated 18-8-36 from the Conservator of Forests, Shimoga Circle, to the Chief Conservator of Forests in Mysore, Bangalore.

Re: Recovery of dues from local merchants in Tarikere Depot Defalcation cases.

With reference to your memo No.F.177-407-34 dated the 13th instant in the matter referred to above, I have the honor to state that, apart from r.L.V.Basappa, there are three other local merchants against whom action has to be taken, namely, Messrs.T. C.Basappa A.S.Siddiah and Byrappa. As called for by Government, the Public Prosecutor, Shimoga, prepared and furnished draft plaints for filing civil suits against both foreign and loca merchants and at the same time, gave the opinion that, for the recovery of the dues from the local merchants, they could either be proceeded against under Section 79 of the Mysore Forest Regulations or civil suits filed against them according as Government decide on the merits of each individual case. While agreeing with him in the first alternative suggested, I have raised certain other points about the legality of the proposed action under - Section 79 in strict terms of the sale conditions, vide para 2 of my letter No.I.35-365-34 dated the 15th February 1936. As no - orders have been so far conveyed thereon, no action has yet been taken to proceed against any of the three local merchants referred to above.

"Copy"

C11/19-8-36.

Chief Conservator of Forests.

Appendix F G–3]

SUBJECT.....

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Section Forest

File No. 14–35

Serial No. 14

Diary No. of letter replied to.....

Proceedings of the Government of His Highness the Maharaja of Mysore.

General and Revenue Secretariat

the *193*

Date of issue 3-9-36

Signed by 3 mr. r. R & R

May this be

i. printed?

ii. treated as a standing order?

iii. published in the Gazette English Part?

iv. translated?

v. placed at the disposal of the press?

vi. published in the Gazette, Kannada Part?

List of enclosures.....

Copied by.....

Examined by.....

Read— Correspondence ending in letter No: E.177-407/34 dated 20th August 1936 from the Chief Conservator of Forests, regarding the recovery of money due from the ~~ranqually~~ noted 9 persons on account of timber purchased by them at the auction held at ~~Order Thereon No:~~ Yarikere on 15 Feb 1934

Order thereon: No: P1585—

On a careful consideration of the circumstances leading to the case, Govt direct that no action be taken ~~so far as~~ in respect of money alleged to be due from the ~~fwe~~ merchant residing outside the State

~~and that the~~ arrears due on this account ~~shown against~~ may be written off ~~accordingly~~ as recommended by the Chief Conservator of Forests.

As regards the money due from the other four merchants residing within the State you are advised that further action for recovery may be taken under Sec 79 of the Impure It Regn. The Conservator of Forests is accordingly requested to take necessary action in the matter and see that the money is recovered & credited to Govt without undue delay

Yours
Sd/-
Addl. Chief Secy

1) The C.C.F
2) The PP.
3) The Comptroller

PROCEEDINGS OF THE GOVERNMENT OF HIS HIGHNESS
THE MAHARAJA OF MYSORE

Read:-

Correspondence ending with letter No.E.177-407/34 dated 20th August 1936 from the Chief Conservator of Forests regarding the

1. Messrs. L.V. Basappa 2. T.C. Basappa 3. A.S. Siddiah 4. Byrappa 5. Muthukumaraswami Mudaliar 6. Krishnaswami Mudaliar 7. Thiruvengadam Pillai 8. Raju Pillai Manikyam Pillai 9. Devaraja Mudaliar Dharmalinga Chettiar & Co.,	recovery of money due from the marginally noted 9 persons on account of

timber purchased by them in the auction held at Tarikere on 15th February 193-.

Order No. P1585-7 Law 14.35.14

Dated, Bangalore the 1st September 1936.

On a careful consideration of the circumstances leading to the case, Government direct that no action be taken in respect of

1. Messrs. Muthukumaraswami Mudaliar 2. Krishnaswami Mudaliar 3. Thiruvengadam Pillai 4. Raju Pillai Manikyam Pillai 5. Devaraja Mudaliar Dharmalinga Chettiar & Co.	money alleged to be due from the five merchants residing outside the State. The arrears due on this

account may be written off as recommended by the Chief Conservator of Forests.

As regards the money due from the other four merchants

1. Messrs. L.V. Basappa 2. T.C. Basappa 3. A.S. Siddiah 4. Byrappa	residing within the State, Government are advised that further action for recovery

may be taken under Section 79 of the Mysore Forest Regulation. The Chief Conservator of Forests is accordingly requested to take necessary action in the matter and see that the money is recovered and credited to Government without undue delay.

For General Secretary to Government.

To
The Chief Conservator of Forests
The Public Prosecutor, Shimoga
The Comptroller to Government.

Abs/4